

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION**

NANCY CASTRO

PLAINTIFF

v.

WAL-MART INC.; CINTAS

CORPORATION NO 2 D/B/A CINTAS

CORPORATION; WAL-MART STORES

TEXAS, LLC; AND WAL-MART REAL

ESTATE BUSINESS TRUST

DEFENDANTS

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**CIVIL ACTION NO.**

5:21-cv-00702

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**PLAINTIFF'S RESPONSE TO DEFENDANTS' MOTION TO STRIKE  
STEPHEN MELIA**

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**TO THE HONORABLE JUDGE OF THE SAID COURT:**

COMES NOW Plaintiff, NANCY CASTRO, and files her RESPONSE TO DEFENDANTS' MOTION TO STRIKE STEPHEN MELIA. In support thereof, Plaintiff respectfully submits the following:

**I. SUMMARY OF DEFENDANTS' MOTION TO STRIKE**

1.1 Wal-Mart filed its *Motion to Strike Stephen Melia* on October 28, 2022 and Cintas later joined in the motion. Mr. Melia is a safety expert regarding trip and fall prevention in Wal-Mart stores. In their motion, Defendants allege that Mr. Melia is not qualified and his opinions are irrelevant. Plaintiff disagrees.

## **II. EXHIBITS**

1. EXHIBIT 1 – MR. MELIA’S ORIGINAL EXPERT REPORT
2. EXHIBIT 2 – MR. MELIA’S CV
3. EXHIBIT 3 – MR. MELIA’S DEPOSITION
4. EXHIBIT 4 – PROPOSED ORDER DENYING MOTION TO STRIKE MELIA

## **III. ARGUMENTS AND AUTHORITIES**

### **A. Qualifications**

**3.1** It is well known that an expert may be qualified based on his skill, knowledge, education, experience, or training. *See* Fed. R. Evid. 702 (“A witness who is qualified as an expert by knowledge, skill, experience, training, or education may testify in the form of an opinion...”). Mr. Melia is providing opinions as a safety expert on trip and fall prevention, especially as it pertains to Wal-Mart. As such, the Court must look to see whether his skill, knowledge, education, experience, or training qualifies him to provide opinions as a safety expert on trip and fall prevention in Wal-Mart stores.

**3.2** Mr. Melia worked for more than 31 years with Wal-Mart Stores, Inc.<sup>1</sup> He first started out as a general stocker, cart attendant, and general associate. He worked all the way up to the senior director of asset protection and safety compliance, which required him to oversee and be responsible for the safety of approximately 300 stores.<sup>2</sup> This obviously allowed him to become familiar with Wal-Mart’s safety standards for trip and fall prevention as well as the general industry safety standards for trip

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<sup>1</sup> *See Exhibit 2; see also Exhibit 3, Pages 7-20, 7:7-20:21*

<sup>2</sup> *See Exhibit 3, Pages 16-17, Lines 16:9-17:7*

and fall prevention.<sup>3</sup> Mr. Melia's extensive experience alone qualifies him as an expert witness on safety and trip and fall prevention in Wal-Mart stores.

**3.3** Mr. Melia also had extensive training in order for him to be promoted to one of the top safety executives in Wal-Mart and even testified numerous times on behalf of Wal-Mart as its corporate representative. That training is detailed in his CV, which includes numerous trainings provided by Wal-Mart itself.<sup>4</sup>

**3.4** Given his experience, training, education, and knowledge, Mr. Melia is certainly qualified to render an opinion as a safety expert on trip and fall prevention in a Wal-Mart store.

#### B. Mr. Melia's Opinions are Irrelevant

**3.5** Defendants start off in their section that Mr. Melia's opinions are irrelevant by citing the rule that states the Court may exclude *unhelpful* evidence. Federal Rule of Evidence 703 only prevents Mr. Melia's opinions if his opinions confuse the issues, mislead the jury, are unfairly prejudicial, or waste time. Defendants continue on by stating Wal-Mart's safety standards and trip and fall prevention are within the common knowledge of the jurors. Plaintiff disagrees.

**3.6** It is not common knowledge for a juror to know the industry safety standards applicable to Wal-Mart regarding trip and fall prevention. If Wal-Mart contends that its actions complied with industry safety standards regarding trip and fall prevention (i.e.—Wal-Mart ensured that the mat was flat at the time of the incident), then Plaintiff is entitled to present evidence that says otherwise.

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<sup>3</sup> See Exhibit 3, Pages 17-19, Lines 17:23-19:11

<sup>4</sup> See Exhibit 2

**3.7** This is not simply having an expert telling the jury what the video shows; it is telling the jury what actions Wal-Mart was supposed to take to ensure the mat was flat at the time of the incident. Mr. Melia is qualified to render an opinion on that and his opinion would be relevant and helpful.

**IV. CONCLUSION AND PRAYER FOR RELIEF**

**4.1.** DEFENDANTS' MOTION TO STRIKE STEPHEN should be denied in its entirety because Mr. Melia is qualified and his opinions are relevant.

**WHEREFORE, PREMISES CONSIDERED,** Plaintiff prays that DEFENDANTS' MOTION TO STRIKE STEPHEN MELIA should be set for hearing, and, after hearing the issues, and that the Court deny this motion in its entirety. Plaintiff further prays for such other and further relief, at law and in equity, both general and specific, to which Plaintiff may show to be justly entitled.

**RESPECTFULLY SUBMITTED,**

**DESOUZA INJURY LAWYERS**  
3201 CHERRY RIDGE DR., SUITE C-300  
SAN ANTONIO, TEXAS 78230  
210/ 714-4215 – PHONE  
210/496-0060 – FACSIMILE

**By: /s/ Jason F. DeSouza**

JASON F. DESOUZA  
STATE BAR No.: 24073255  
WDTX: ADMITTED  
[jason@jfdlawfirm.com](mailto:jason@jfdlawfirm.com)

**By: /s/ Paul Bowers**

PAUL T. BOWERS  
STATE BAR No.: 24078247  
WDTX: ADMITTED  
[robby@jfdlawfirm.com](mailto:robby@jfdlawfirm.com)

**By: /s/ Lucas W Williams**

LUCAS W. WILLIAMS  
STATE BAR No.: 24086401  
WDTX: ADMITTED  
[lucas@jfdlawfirm.com](mailto:lucas@jfdlawfirm.com)

***ATTORNEYS FOR PLAINTIFF***

**CERTIFICATE OF SERVICE**

This will certify that a true and correct copy of the above and foregoing instrument was duly served in accordance with the FEDERAL RULES OF CIVIL PROCEDURE on November 11, 2022 upon all parties/counsel of record VIA ECF/SERVICE, including:

**VIA E SERVICE:** [ja.saenz@rcclaw.com](mailto:ja.saenz@rcclaw.com); [e.herrera@rcclaw.com](mailto:e.herrera@rcclaw.com)

**JAIME A. SAENZ**

TEXAS BAR NO. 17514859

**ELIZABETH FERGUSON HERRERA**

TEXAS BAR NO. 24087716

**COLVIN, SAENZ, RODRIGUEZ & KENNAMER, L.L.P.**

1201 EAST VAN BUREN ST.

BROWNSVILLE, TEXAS 78520

TELEPHONE (956) 542-7441

FAX (956) 541-2170

ATTORNEY FOR DEFENDANTS

WALMART INC., WAL-MART STORES

TEXAS, LLC, AND WAL-MART REAL

ESTATE BUSINESS TRUST

**VIA E SERVICE:** [warren@namanhowell.com](mailto:warren@namanhowell.com)

**LARRY D. WARREN**

TEXAS BAR NO. 20888450

**NAMAN HOWELL SMITH & LEE, PLLC**

10001 REUNION PLACE, SUITE 600

SAN ANTONIO, TEXAS 78216

TELEPHONE (210) 731-6350

FAX (210) 785-2950

ATTORNEY FOR DEFENDANTS

*CINTAS CORPORATION No 2*

*D/B/A CINTAS CORPORATION*

**By: /S/ Jason F. DeSouza**

JASON F. DESOUSA

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION

NANCY CASTRO  
*Plaintiff,*

v.

WAL-MART INC.; CINTAS  
CORPORATION No. 2 D/B/A  
CINTAS CORPORATOION;  
WALMART STORES TEXAS, LLC;  
AND WALMART REAL ESTATE  
BUSINESS TRUST  
*Defendants.*

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Civil Action No. 5:21-cv-00702

**AFFIDAVIT OF STEPHEN MELIA**

BEFORE ME. The undersigned notary public, on this day personally appeared Stephen Melia, who being duly sworn, stated:

1. My name is Stephen Melia. I am over 18 years of age, of sound mind and am competent to make this affidavit.

2. I was retained on October 08, 2021, by The DeSouza Law Firm representing the plaintiff, Nancy Castro to provide consultation in the matter of Nancy Castro vs Walmart Inc.; Cintas Corporation No. 2 D/B/A Cintas Corporation; Walmart Stores Texas, LLC; and Walmart Real Estate Business Trust.

3. The matter involves an incident that occurred on Tuesday February 25, 2020, while Ms. Castro was walking out of the Walmart Fuel Station located at 510 Kitty Hawk Road, Universal City, TX.

4. As an expert in the field of safety and security and with over 31 years of experience with Walmart Stores, Inc. I have specific knowledge in the areas of policy and procedure that are considered standard in the industry as it relates to security, safety, criminal investigations, crowd management, accident and injury investigation, and security event planning.

PLAINTIFF'S  
EXHIBIT

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5. During my tenure at Walmart and Sam's Club, I have conducted regular visits to Walmart Stores and Sam's Clubs to inspect procedures related to safety standards that included slip/trip and fall prevention, OSHA compliance, accident reviews, and employee safe work practices.

6. I have conducted numerous employee and customer accident investigations to determine the root cause and establish new processes or enforce existing procedures to mitigate future risk.

7. The facts contained in this matter are directly related to my professional knowledge, skills, experience and my familiarity with publications and regulations concerning industry standards related to safety, accident investigation and risk management at retail establishments.

8. I am familiar with the standards as set forth by the "*American Society for Testing and Materials (ASTM) Standard Practice for Safe Walking Surfaces*", which states in section 5.4.6:

*"Mats, runners, and area rugs shall be maintained so as not to create pedestrian hazards. Mats, runners, and area rugs shall not have loose or frayed edges, worn areas, holes, wrinkles, or other hazards that may cause trip occurrences."*

9. Based on my review of this incident to include the photographs and video produced by Walmart, the mat was not laying flat on the floor which created the unsafe condition, resulting in Ms. Castro tripping and falling as she walked toward the exit door.

10. Ms. Castro is observed on the Walmart CCTV camera completing her transaction at the register and walking toward the exit door when she tripped on the mat, fell forward hitting the front door, and landing on the floor.

11. Walmart management knew or should have known that placing a mat in the walkway that was not laying flat on the floor creates an unreasonable trip hazard for their customers.

12. Based on the photograph as presented as evidence in this matter, the mat was not laying flat and had ripples creating the trip hazard.

13. Walmart has a responsibility to maintain a safe premises to include ensuring that the entrance and exit floors are free of hazards. Walmart management and associates neglected their duty of care when they failed to inspect, maintain, and remove the mat which allowed the dangerous condition to exist.

14. In my professional experience, temporary mats are typically placed on the floor at entrance/exit ways during times of inclement weather to maintain a dry floor. These mats are usually removed or replaced when saturated or when inclement weather is no longer present.

15. Based on review of the video, the weather conditions outside were sunny and dry; therefore, it is my professional opinion the mat that Ms. Castro tripped on was not necessary. The video shows the cashier remove the mat after the incident photos are taken and no replacement mat is placed at the entrance exit.



16. In my professional opinion, the root cause of this trip and fall incident involving Ms. Castro was the mat that was not laying flat on the surface of the floor.

17. With a reasonable degree of professional certainty, this incident would not have occurred if the mat were in good condition.



Stephen Melia, Affiant

SWORN AND SUBSCRIBED TO BEFORE ME on this the 17<sup>th</sup> day of February 2022, to certify, witness my hand and seal of office.

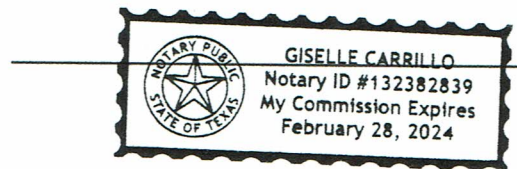


NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

My Commission Expires:

February 26, 2024

Printed or Stamped Name:



## **S. MELIA CONSULTING, LLC**

P.O. Box 93363, Southlake, TX 76092  
479-644-4120 • s.meliaconsulting@gmail.com • www.meliaconsulting.com

### **Professional Experience**

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#### **Gateway Church - Southlake, Texas, October 2015 – Present**

##### Executive Director, Safety Services August 2017 – Current

Responsible for the safety and security at all Gateway Church locations and facilities to include The Kings University located in Southlake, Texas. Responsible for the development of policy and procedures related to creating a safe and secure environment for members and guest to worship and serve at Gateway Church. Responsible for developing the volunteer medical and security teams who support the campus locations during weekend services and special events.

##### Director, Safety Services October 2015- August 2017

Responsible for all safety and security initiatives at Gateway Church based in Southlake, Texas. The church consists of multiple campus locations across the Dallas/Fort Worth area.

#### **Walmart Stores, Inc., Bentonville, Arkansas, 1984-2015**

##### Senior Director Asset Protection, Safety and Compliance - Sam's Club 2010- 2015

Directed corporate asset protection initiatives for Sam's Clubs located in Western Division of United States. Prepared budgets and delivered financial results in loss reduction, accident cost mitigation and regulatory compliance. Led a team of 4 field based regional directors and 21 market asset protection managers that provided safety and security support to their respective markets.

##### Regional Director of Asset Protection, Safety and Compliance - Sam's Club 2003-2010

Responsible for 113 Sam's Clubs, with 11 direct reports. Led initiatives including shrinkage reduction, accident prevention, food safety and compliance, as well as additional asset protection functions to ensure clubs operated at safe and profitable level.

##### Director of Security and Alarm Services - Walmart Stores, Inc., 2001-2003

Directed initiatives for alarm division of UL certified 24-hour central station and 120 field technicians, who installed and serviced alarm systems for locations throughout the United States. Created budgets, managed P&L statements and procured CCTV and alarm equipment.

##### Security Services Director, Walmart Stores, Inc., 1998-2001

Implemented corporate security initiatives, procedures, training material for CCTV, and parking lot patrol security measures. Worked closely with legal department on discovery for premise liability lawsuits and served as corporate representative at depositions and trials. Consulted with internal real estate department to evaluate and implement security measures for new Walmart and Sam's locations.

##### Regional Loss Prevention Director, Walmart Stores, Inc., 1995-1998

Directed loss prevention initiatives and accident reduction for a region of stores in Northeast U.S. Led and developed talent for 12 market level direct reports. Developed training initiatives for market and store associates on reduction of shrinkage and accidents.

PLAINTIFF'S  
EXHIBIT

**2**

Texas DPS License #C04076701

## **S. MELIA CONSULTING, LLC**

P.O. Box 93363, Southlake, TX 76092  
479-644-4120 • s.meliaconsulting@gmail.com • www.meliaconsulting.com

### **Career Contributions to Security and Safety Initiatives**

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#### SECURITY:

Stephen Melia conducted hundreds of investigations related to criminal activity such as internal theft, embezzlement and external theft which led to criminal charges being filed, prosecution and recovery of assets.

- Attended first coalition meeting to address Organized Retail Crime (ORC) impacting multiple retailers with directors of security from Walmart, Target, Kmart, and Venture stores
- Implementation of security measures at club level to mitigate the theft of tobacco products in Houston, TX
- Identified and contracted third party company to install protective laminate on front doors to prevent jewelry and electronics burglaries in San Antonio, TX
- Assessment of Puerto Rico asset protection structure to effectively allocate the security resources
- Parking lot patrol creation and implementation of corporate training manual for stores
- Designed security measures for data center and David Glass technology building in Bentonville, AR
- Evaluation and enhancement of alarm technician position to support CCTV initiatives and reduce cost of third party services
- Implementation of CAP index to assess current store locations and worked closely with real estate on new site survey and design of security systems
- Organized an active shooter training drill with local law enforcement for enhanced preparedness procedures

#### SAFETY AND COMPLIANCE:

Mr. Melia conducted regular visits to retail stores and wholesale clubs to inspect procedures related to safety standards that included slip/fall prevention, falling merchandise, OSHA compliance, accident reviews and employee safety practices to mitigate risk for customers and employees. The findings resulted in determination of root causes of risk with the expectation of corrective measures taken at store and club level by the leadership team. Stephen frequently met with store safety teams to review accident trends and provide solutions on reducing same or similar risks in the future.

- Development and implementation of asset protection manager position for Sam's Club
- Oversight related to civil unrest, including initiatives to ensure protection of associates and property
- Created corporate response procedures to post September 11, 2001 bomb threat protocol and physical security assessment of corporate offices
- Creation of holiday safety and security guidelines to inform employees of personal safety
- Directed emergency command centers in the gulf coast region during hurricane seasons to ensure safe evacuation of staff, protection of property, and community support of supply needs during recovery effort

Texas DPS License #C04076701

## **S. MELIA CONSULTING, LLC**

P.O. Box 93363, Southlake, TX 76092  
479-644-4120 • s.meliaconsulting@gmail.com • www.meliaconsulting.com

### **Certifications**

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Texas Private Security Certification Level III & Level IV  
Texas DPS Private Security Manager, Private Investigator, Security Consultant  
American Heart Association Basic Life Safety and First Aid Certification  
Occupational Safety and Health Administration Certification, 2009  
Wicklander-Zulawski Interview and Interrogation Techniques

### **Professional Development**

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Dale Carnegie  
Walton Institute of Retailing I and II  
Advanced Leadership  
Management Development Seminar  
Leadership Foundation  
Lead First  
Situational Leadership

### **Affiliations**

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Member American Society of Industrial Security - North Texas Chapter  
Loss Prevention Foundation  
Loss Prevention Research Council (Served on Board of Advisors from 2007-2009)

Texas DPS License #C04076701

**Stephen Melia**

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION

NANCY CASTRO,  
PLAINTIFF

VS.

WAL-MART, INC., CINTAS  
CORPORATION NO. 2 D/B/A CINTAS  
CORPORATION, WAL-MART STORES  
TEXAS, LLC, AND WAL-MART REAL  
ESTATE BUSINESS TRUST,  
DEFENDANTS

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& Civil Action No.  
& 5:1-CV-00702-XR  
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ORAL AND VIDEOTAPED DEPOSITION OF  
STEPHEN MELIA  
SEPTEMBER 15, 2022

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ORAL AND VIDEOTAPED DEPOSITION of STEPHEN MELIA  
produced as a witness at the instance of the Plaintiff, and  
duly sworn, was taken in the above-styled and numbered cause  
on the 15th of September 2022 from 2:03 p.m. to 4:36 p.m.,  
before Christie Tawater, CSR, RPR, in and for the State of  
Texas, reported by computerized stenotype machine remotely  
via Zoom from her home located in Fort Worth, Texas  
pursuant to the Federal Rules of Civil Procedure and the  
provisions stated on the record or attached hereto; that the  
deposition shall be read and signed before any notary public  
pursuant to Rule 30(e)(1). Job No. 57851

PLAINTIFF'S  
EXHIBIT

**3**

**Stephen Melia**

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A P P E A R A N C E S

FOR PLAINTIFF(S): NANCY CASTRO

Mr. Lucas W. Williams  
DESOUZA INJURY LAWYERS  
3201 Cherry Ridge Drive  
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Phone: (210) 714-4215  
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FOR DEFENDANT(S): WAL-MART, INC., ET AL

Ms. Elizabeth Ferguson Herrera  
COLVIN, SAENZ, RODRIGUEZ & KENNAMER, LLP  
1201 East Van Buren Street  
Brownsville, Texas 78520  
Phone: (956) 542-7441  
E-mail: e.herrera@rcclaw.com

FOR DEFENDANT(S): CINTAS CORPORATION

Mr. Evan F. Patterson  
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10001 Reunion Pl.  
Suite 600  
San Antonio, Texas 78216  
Phone: (210) 731-6300  
E-mail: epatterson@namanhowell.com



**Stephen Melia**

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A P P E A R A N C E S C O N T I N U E D

ALSO PRESENT: THE VIDEOGRAPHER

Ms. Brittany McCarble  
Firm Registration No. 189  
Southwest Reporting & Video Service, Inc.  
826 Heights Boulevard  
Houston, Texas 77007  
Phone: (713) 650-1800  
Fax: (713) 650-6245

**Stephen Melia**

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**Stephen Melia**

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## REQUESTED DOCUMENTS/INFORMATION

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## CERTIFIED QUESTIONS/INSTRUCTIONS NOT TO ANSWER

NONE

**Stephen Melia**

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P R O C E E D I N G S

THE VIDEOGRAPHER: We can go on the record at 2:03 p.m.

(Witness sworn.)

THE COURT REPORTER: Can you, please, state where you are located, city, state and county.

THE WITNESS: Yes. It is in Forney, F-O-R-N-E-Y, Texas, and that is in Kaufman County.

THE COURT REPORTER: Okay. And I am Christie Moss. I'm the court reporter. I'm located in Fort Worth, Texas, Tarrant County.

Counsel, you may proceed.

STEPHEN MELIA,  
having been first duly sworn, testified as follows:

EXAMINATION

BY MR. WILLIAMS:

Q. Good afternoon, sir.

A. Good afternoon.

Q. Can you, please, state your name for the record.

A. Yes. Stephen Melia.

Q. And when I say the incident, can we agree that I'm talking about Nancy Castro's trip-and-fall that happened on February 25th, 2020 at the Walmart gas station in Universal City, Texas?

## Stephen Melia

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1 A. Yes.

2 Q. And when I say Walmart, can we agree that  
3 I'm referring to the Walmart gas station that's  
4 located at 510 Kitty Hawk Road in Universal City,  
5 Texas?

6 A. Yes.

7 Q. Have you ever worked at Walmart or Sam's  
8 Club?

9 A. Yes, I have.

10 Q. When did you first start working there?

11 A. It was in 1984 when I first was hired on  
12 with Walmart.

13 Q. How many years total did you work for them?

14 A. With Walmart Stores, Inc., which included  
15 the -- the Walmart store format as well as Sam's Club  
16 division, it was 31 years.

17 Q. What did your role consist of whenever you  
18 first started out with them?

19 A. Well, initially, started working in the  
20 stores at -- at the age of 19 and was just a general  
21 stocker, cart attendant, associate to assist the  
22 store on a part-time basis. Through the years it  
23 evolved into newer elevated positions to an assistant  
24 manager within a store and then to a district loss  
25 prevention supervisor throughout my career, remainder

## Stephen Melia

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1 of the time was spent in the safety and loss  
2 prevention or SF protection division for Walmart and  
3 Sam's.

4 Q. Now, you talked a little bit about a loss  
5 prevention director.

6 Did you get promoted to a regional  
7 loss prevention director?

8 A. Yes. I was promoted, I believe, in 1995  
9 from a district LP manager to a regional loss  
10 prevention director.

11 Q. And what does that role consist of?

12 A. All of the aspects of -- of loss prevention  
13 in the role as Walmart defined it involved every  
14 aspect of providing a safe environment for the  
15 customers and the associates, investigating incident  
16 or accident claims, ensuring stores were maintaining  
17 safety within the guidelines, as well as the more  
18 traditional loss prevention aspect of conducting  
19 internal and external investigations, audits,  
20 reviewing general operational procedures within  
21 the -- within the stores.

22 Q. What does accident prevention mean?

23 A. It simply states the process of knowing  
24 your environment, assessing the environment for any  
25 known risks and then taking steps to mitigate or



## Stephen Melia

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1 correct unsafe conditions to prevent an incident from  
2 happening, obviously, before it occurs is the  
3 objective.

4 Q. And were you in charge of preventing  
5 accidents and mitigating unsafe conditions?

6 A. Well, it's certainly everyone's  
7 responsibility, and in my role it would have been in  
8 the area of teaching, leading, directing, correcting,  
9 situations, be it a -- a process breakdown or a -- a  
10 new risk that may be identified that we want to  
11 ensure we have compliance, adequate measures in place  
12 within the store. So as my position developed over  
13 the years from a store level to a district to  
14 regional level, of course, that scope expanded into  
15 traveling to the store locations, meeting with  
16 management teams, safety teams, to not only teach and  
17 educate but also inspect the premises and -- and  
18 ensure that procedures were being followed.

19 Q. Did you teach and educate Walmart employees  
20 on how to prevent customers from tripping over rugs?

21 A. It would have been one of the standard  
22 expectations, if you will, when I would go to a store  
23 for a -- a -- a visit certainly would look at a  
24 number of things, slip-and-falls being one of them,  
25 or I should say the risk of, so that would include

**Stephen Melia**

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1 the entrances. Of course, it'd really start in the  
2 parking lot, from the parking lot to the entrance  
3 doors, all the way to the back room just to ensure  
4 safe standards were being followed in relation to the  
5 floor conditions.

6 Q. And do you remember what you taught about  
7 how to -- or excuse me.

8 Do you remember what you taught about  
9 how to prevent customers from tripping over rugs to  
10 these Walmart employees?

11 A. Well, in a -- in a general sense, I mean,  
12 certainly training, and -- and over time procedures  
13 are developed and -- and improved, if you will. But  
14 in -- in the general sense over the years it has  
15 always started with an awareness certainly of what  
16 the procedure is that is expected. And by the  
17 awareness is the observation to ensure that the  
18 floors are inspected as part of the -- the routine  
19 of -- of maintaining a safe floor environment if it  
20 involved elevation changes or going from a carpeted  
21 area to a -- a tile area or from a mat that may be  
22 placed on the floor to a tile area. So there were a  
23 number of expectations from a safety professional  
24 that you would look at, and then, of course, teach  
25 and train to -- to those expectations.

## Stephen Melia

11

1 Q. After that role did you get promoted to  
2 security services director?

3 A. I did. It was a lateral move.

4 THE COURT REPORTER: Hold on. Hold on  
5 one second, sir. Sir, one second.

6 Mr. Williams, you cut out that whole  
7 question.

8 MR. WILLIAMS: Oh.

9 THE COURT REPORTER: So if you can  
10 reask it. I -- I -- I -- I just got that you did  
11 promote, promoted to.

12 MR. WILLIAMS: Beth, Evan, you guys  
13 having that same audio issue?

14 MR. PATTERSON: No. I heard you.

15 MS. HERRERA: Mine was okay.

16 THE COURT REPORTER: Okay.

17 MR. WILLIAMS: Okay. I'll -- I'll  
18 just reask it then.

19 Q. (BY MR. WILLIAMS) Sir, did you get  
20 promoted to security and services director?

21 A. Yes, I did.

22 Q. And what did that role consist of?

23 A. That role involved more of the security  
24 functions to support all of the Walmart stores, Sam's  
25 Clubs and distribution centers with the

**Stephen Melia**

12

1 implementation of closed-circuit TV, the procurement  
2 of the items, the installation through our in-house  
3 or through third-party contractors, so it was more of  
4 the physical security, premise's security from that  
5 perspective.

6 Q. And when did you get promoted to that  
7 position?

8 A. Probably need to refer to my resume if I  
9 can grab it here.

10 That was in, let's see, summer of  
11 transition from a regional loss prevention role in  
12 1999, and again, as more of a lateral move over to  
13 the security services director, and that was for 1999  
14 to 2001.

15 Q. Did you testify on behalf of Walmart during  
16 that time?

17 A. I have testified on behalf of Walmart in  
18 various capacities over my years. I don't have a --  
19 a recollection of the specific years or -- or  
20 anything of that nature, but that would have been one  
21 of my responsibilities at that time, so likely the  
22 answer would be, yes.

23 Q. And when Walmart prepared you to testify on  
24 their behalf did they teach you about when a rug is  
25 safe or unsafe?

**Stephen Melia**

13

1 MS. HERRERA: Objection, form.

2 THE WITNESS: Yeah. I -- I wouldn't  
3 recall any of the specifics. Again, the -- the  
4 deposition testimony certainly would have been --  
5 relate to the facts in the case and in giving factual  
6 testimony based on whatever the -- the case may have  
7 involved.

8 Q. (BY MR. WILLIAMS) And how long were you in  
9 this role for?

10 A. I was in that role for about two years,  
11 and -- and then moved into the role of director of  
12 security and alarm services until 2003. So the  
13 transition, essentially, went from leading and  
14 directing the -- the premise's security, CCTB,  
15 procurement and installation to taking on additional  
16 responsibility for the Walmart corporate alarm  
17 division which then became the security and alarm  
18 services, so it was really combined and elevated to  
19 that next level of supervision of that -- of that  
20 entire grate [SIC] for the security and the alarm  
21 division.

22 Q. And whenever you were in that role did you  
23 learn about how the cameras and security footage in  
24 Walmart worked?

25 A. Yes. Of course, I was familiar with it

## Stephen Melia

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1 prior to that but more directly involved in the  
2 aspect of purchase and installation.

3 Q. And did you learn about the quality of  
4 video footage that those cameras take for their  
5 security footage?

6 A. I would say, yes, in the general sense. I  
7 was not the technical expert. There were people that  
8 worked for me that have a greater understanding of  
9 the technical aspects. It certainly has evolved from  
10 black and white cameras to color cameras and now  
11 digital and IP cameras, so -- but familiar enough,  
12 but not -- not an expert in those areas.

13 Q. How long were you in the role -- or how  
14 long were you in that role for?

15 A. So the two combined roles as security  
16 service director and director of security and alarm  
17 services, 1999 to 2003, so about four years.

18 Q. And after that did you get promoted to the  
19 regional director of safety and asset protection as  
20 well.

21 A. That would have been, I would say, more of  
22 a lateral move again, just different title, headings,  
23 but the basic same level of supervision, if you will,  
24 (Zoom failure) work for the same (Zoom failure)  
25 division and learned aspect of (Zoom failure) and



**Stephen Melia**

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1 then as the regional director of asset protection  
2 safety and compliance in 2003, which, essentially,  
3 evolved from the older terminology of loss prevention  
4 or safety and loss prevention.

5 Q. And what did your job as the regional  
6 director of safety consist of?

7 A. So in that role it was, again, responsible  
8 for a number of Sam's Clubs. At different times it  
9 was different geographic locations across the country  
10 and traveling to those locations with operation vice  
11 presidents and other members of the team to visit the  
12 Sam's Club locations, meet with the teams, inspect  
13 the premises, of course, and appreciate them for  
14 doing a good job, as well as ensuring corrections  
15 were in place if something was needing to be  
16 addressed in the area of safety or -- or asset  
17 protection or compliance.

18 Q. Now, all total, about how many stores were  
19 you responsible for the customer safety?

20 A. Well, I would say that there certainly were  
21 expectations that it started at the store level with  
22 the associates and the assistant manager, store  
23 manager, on up the line, so it was a -- a combined  
24 effort, but my overall responsibility was to help  
25 lead, teach and direct those leaders and visit the

## Stephen Melia

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1 stores. It -- it would range from 100 stores. I  
2 think the most I had at -- at one time was a little  
3 over 200 Sam's Clubs in my area of responsibility.

4 Q. How long were you in that role for?

5 A. I was with Sam's from 2003 until 2015.  
6 Some of that time in Bentonville, Arkansas, and then  
7 from 2010 to 2015 was here in the Dallas/Fort Worth  
8 area.

9 Q. And what were you doing from 2010 to 2015?

10 A. So I was the senior director of asset  
11 protection, safety compliance, again, for Sam's  
12 Clubs. Reorganization of the company, I believe at  
13 one point, I had half of the company, mostly from the  
14 southern territories from California to Florida  
15 and -- and the number of Sam's Clubs, and, of course,  
16 in those areas and -- same basic expectation,  
17 leading, directing teams in -- in the field of  
18 operations and the asset protection teams to ensure  
19 we were maintaining safe, secure premises and  
20 following compliance procedures.

21 Q. So you went from the regional director of  
22 safety to the senior director of safety; is that  
23 fair?

24 A. That's correct.

25 Q. And all total about how many stores did you

## Stephen Melia

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1 oversee regarding customer safety whenever you were  
2 the senior director of safety?

3 A. So towards the end it was -- it was  
4 continuing to evolve, but it went from about 200  
5 Sam's Clubs to -- to having half of the company, so  
6 about 300 Sam's Clubs there towards the later part  
7 of, you know, the time that I was with Sam's in 2015.

8 Q. And are the safety standards the same in  
9 Walmart and Sam's Club?

10 A. Well, there certainly are differences  
11 because of the nature of the business involving Sam's  
12 and -- and the type of -- size of merchandise and --  
13 and the set up of the facility. But, in general,  
14 safety procedures in many cases in retail and  
15 grocery, you know, entities where the public is  
16 invited, the same standards apply in relation to  
17 customer safety, preventing slips, trips, falls from  
18 occurring in the standards that go with, you know,  
19 providing that level of awareness, notification  
20 and -- and prevention of those types of incidents I  
21 would say were very -- very consistent with -- with  
22 Walmart and Sam's and -- and within the industry.

23 Q. And would you say that Walmart safety  
24 standards and Sam's safety standards are the same or  
25 similar whenever it comes to trip-and-fall prevention

## Stephen Melia

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1 or entrance mats?

2 A. Yes, I would say that is correct.

3 Q. Okay. And why would you say that?

4 A. Well, just certainly my knowledge of  
5 expectations there's, you know, a very defined  
6 location of -- of an entranceway. While you may have  
7 different flooring materials you certainly have  
8 procedures, and Walmart and Sam's were very similar  
9 in the procedures in the placement of the floor mats  
10 and the purpose of the floor mats during inclement  
11 weather, or otherwise, to ensure that the transitions  
12 from outside of the facility to the inside provided a  
13 safe transition for customers --

14 Q. Are you familiar with the general industry  
15 safety standards for trip-and-fall prevention?

16 A. I am, yes.

17 Q. How so?

18 A. Well, certainly the experience obtained  
19 over the years and attending numerous conferences,  
20 understanding OSHA expectations for floor safety,  
21 and, obviously, OSHA deals with employee safe work  
22 practices, but many of the same standards in safe  
23 walking conditions apply to areas where you have  
24 customers walking in -- in generally the same area,  
25 so entrance doors, for example. So the standards are

**Stephen Melia**

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1 fairly consistent and common in the areas of  
2 entrances, entrance mats that are utilized.  
3 Certainly there are companies that provide mats for  
4 stores and businesses to provide that level of  
5 consistency across an organization. And, of course,  
6 some stores may utilize their own or purchase their  
7 own mats. But the standards are generally there and  
8 aligned to, again, provide a safe walking surface  
9 then transition, for speaking specifically as in this  
10 case, of an entrance to a facility to ensure that  
11 safe transition from outside to inside the store.

12 Q. And are you here today to offer your  
13 opinions as a safety expert on trip-and-fall  
14 prevention?

15 A. Yes, I am.

16 Q. And I'm going to briefly share my screen  
17 with you. Okay. Mr. Melia, can you see my screen  
18 fine?

19 A. Yes, I can.

20 Q. Is this a copy of your CV?

21 A. It is. It's actually an older copy, but it  
22 is, I think, the one I would have submitted at the  
23 time for this case.

24 Q. Has your CV changed any recently?

25 A. It has.

**Stephen Melia**

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1 Q. How so?

2 A. So from my last tenure there at Gateway  
3 Church as director -- as executive director of safety  
4 services I have started my own consulting business in  
5 2015. I don't believe that's listed on there. So  
6 in -- in that role as the position in which -- as an  
7 independent security consultant would be providing  
8 review -- documentation review, providing opinions  
9 for litigation -- litigation support in areas of  
10 premise's safety and security. So that would be  
11 listed there. And I can certainly send an updated  
12 copy. But that's one area over the past seven years  
13 that I've maintained S dot [SIC] Melia Consulting.  
14 In that capacity I've also worked as an independent  
15 security contractor for my church through a third  
16 party, and then most recently, as of about three or  
17 four weeks ago, started a new position as a director  
18 of asset protection for a grocery -- a grocery store  
19 that has stores in Texas, Arkansas, Oklahoma and  
20 Louisiana.

21 Q. Well, congratulations.

22 A. Thanks.

23 Q. When answering my questions today you agree  
24 you will only give an answer if it's to a reasonable  
25 degree of professional certainty?



## Stephen Melia

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1 A. Yes.

2 Q. Who were you hired by in this case?

3 A. I was hired in this case to give  
4 consultation -- hired by the DeSouza Law Firm.

5 Q. And what for?

6 A. To review the matter of Nancy Castro vs.  
7 Walmart Stores and Cintas in relation to a  
8 trip-and-fall incident that occurred at the Walmart  
9 fuel station there in Universal City, to provide  
10 review as well as testimony in the event that it was  
11 necessary, to offer opinions related to my  
12 conclusions of this incident.

13 Q. And are your opinions regarding  
14 trip-and-fall prevention?

15 A. Yes, they are.

16 Q. And would your opinions today be any  
17 different if the Defendants or Walmart hired you?

18 MS. HERRERA: Objection, form.

19 THE WITNESS: No. I base my review on  
20 the facts of the case, as well as the industry  
21 standards, what's not only published but what's known  
22 to me in my experience, and those -- those would not  
23 change regardless of which -- defense or -- or  
24 plaintiff counsel would have retained me. The facts  
25 are as I would state them and offer opinions in this

## Stephen Melia

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1 case.

2 Q. (BY MR. WILLIAMS) Is there a method that  
3 you use to arrive at your opinions and conclusions?

4 A. The terminology that I apply is, of course,  
5 based on the experience, but also based on the  
6 general OSHA industry standard with looking at a root  
7 cause analysis in determining not just what happened.  
8 So, in other words, not just to say someone tripped  
9 and fell, and not just to say someone tripped on a  
10 mat and fell, but to go further into examining the  
11 facts and defining it to the point where you really  
12 establish the point where the risk was generated.  
13 And -- and I've done that many times over the years  
14 to -- certainly as OSHA would state in their  
15 documentation, I believe I cited in one of my  
16 references, that your goal is to identify that root  
17 cause and put procedures in place to ensure that it  
18 doesn't occur again.

19 Q. Is it standard practice in your industry to  
20 do a root cause analysis?

21 A. It is, yes.

22 Q. Why is that?

23 A. Well, again, as I was giving the example if  
24 you -- if you just take an incident and stop at the  
25 initial conclusion you may not find the actual cause

## Stephen Melia

23

1 agent or the point in which the risk was originated  
2 that needs to be corrected, and so it's very common  
3 in -- in investigative work, which accident review or  
4 accident investigation would be considered, to ask  
5 all of the questions until you are at a point where  
6 you have that -- that conclusion of what caused the  
7 risk.

8 Q. Did you do a root cause analysis in this  
9 case?

10 A. I did.

11 Q. And is your root cause analysis repeatable  
12 by a peer in your industry?

13 A. Yes.

14 Q. And how did you do a root cause analysis in  
15 this case?

16 A. Again, from the study of the facts that  
17 were provided in this case, that being the incident  
18 report provided by Walmart, the photographs, the  
19 video, and then testimony, witness statements, et  
20 cetera. Again, a baseline of what the facts are.  
21 And from that begin to examine the points of risk  
22 throughout that process and determining what I would  
23 consider to be the root cause of -- of the incident  
24 and what more so would have likely prevented the  
25 incident from occurring had additional procedures

## Stephen Melia

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1     been taken.

2           Q.     And so you learned the industry standards,  
3     learned the facts and determined the cause of  
4     incident?

5           A.     Yes.

6           Q.     Now, I want to go over those industry  
7     standards with you first.   Okay?

8                     Are you familiar with safety first?

9           A.     Well, safety first is generally a slogan  
10    that a lot of companies adopt, and -- and sometimes  
11    in the construction industry, and certainly in the  
12    retail and other sectors, but certainly familiar with  
13    the slogan.

14          Q.     What does safety first mean to you?

15                     MS. HERRERA:   Objection, form.

16                     THE WITNESS:   Well, it certainly means  
17    that safety is an important factor in any business,  
18    providing a safe environment for customers, for  
19    associates.   And so, again, it's a -- very much a --  
20    a -- a tag line, if you will, in the safety industry  
21    and in various other industries to ensure that it is  
22    creating an awareness for businesses to operate in a  
23    safe manner.

24          Q.     (BY MR. WILLIAMS)   All right.   And as a  
25    safety expert do you have an opinion on what safety

## Stephen Melia

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1 first means?

2 MS. HERRERA: Objection, form.

3 THE WITNESS: Again, I -- I think it  
4 could be defined in a number of different industries,  
5 but in -- in my opinion and experience it is  
6 certainly designed to elevate the -- the level of  
7 participation and expectation to maintain a safe  
8 environment regardless of what else may be going on,  
9 and taking those steps to place safety above other  
10 factors that -- you know, that may also be competing  
11 for attention, if you will, but that safety is a top  
12 priority and in the location of the industry in which  
13 is using that slogan.

14 Q. (BY MR. WILLIAMS) So you would say that  
15 you put safety above everything else?

16 MS. HERRERA: Objection, form.

17 THE WITNESS: Yeah. I mean, my  
18 opinion, and, obviously, what I've seen and taught  
19 and reviewed is that safety is a top priority and  
20 that safety first (unintelligible) that -- that  
21 slogan to ensure that that is easily reviewed and an  
22 easy reminder for people. I understand that -- that  
23 safety is -- is more important than anything else so  
24 that when you have the opportunity to correct a  
25 hazard that you stop and correct the hazard. So

## Stephen Melia

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1 before you go and, you know, take a -- a lunch break,  
2 or before you go and stock your shelf, for example,  
3 if you see an unsafe condition, safety first. And --  
4 and that's the premise of having that awareness  
5 campaign, if you will, for -- for companies to ensure  
6 that is in place.

7 Q. (BY MR. WILLIAMS) Do you have an opinion  
8 on whether Walmart must put safety first or safety  
9 above everything else?

10 MS. HERRERA: Objection, form.

11 THE WITNESS: Well, it's certainly a  
12 practice that is put into place, and so I guess my  
13 opinion is that safety is a priority and would be  
14 first above taking care of other task items, if you  
15 will.

16 Q. (BY MR. WILLIAMS) Why do you believe that?

17 A. Well, certainly, I'll speak to the  
18 experience at Walmart, and some of the other  
19 businesses would apply the same principle, is you  
20 just don't want to injure people, whether it's your  
21 customers, whether it's your associates, you want  
22 them to be able to -- to walk out of the store the  
23 same way they came in. Again, whether they're  
24 working or shopping you -- you want to maintain  
25 safety for the benefit of their -- their personal

## Stephen Melia

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1 health and their personal safety.

2 Q. Do you have an opinion on whether Walmart's  
3 day-to-day business is more important than the safety  
4 of its customers?

5 MS. HERRERA: Objection, form.

6 THE WITNESS: Well, you know, my  
7 opinion would be that -- that it is interwoven, or  
8 should be interwoven, into the day-to-day business,  
9 so it is as important as anything else that -- that  
10 is to be done, and safety, whether it's a risk of a  
11 [SIC] accident or incident or violent situation is a  
12 top priority above anything else.

13 Q. (BY MR. WILLIAMS) Now, should Walmart ever  
14 place profits over safety?

15 MS. HERRERA: Objection, form.

16 THE WITNESS: Again, I would say that  
17 that is not a good business practice for any company  
18 to have unsafe conditions that exist and in -- you  
19 know, with the opportunity to save a -- a dollar, if  
20 you will, which is my -- my experience and -- and  
21 understanding.

22 Q. (BY MR. WILLIAMS) And are you familiar  
23 with the industry standards for maintaining a safe  
24 entrance mat?

25 A. I am, yes.

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1 Q. I'm going to show you what's marked as  
2 Plaintiff's Exhibit 2.

3 MR. WILLIAMS: And then for the record  
4 I marked his CV as Plaintiff's Exhibit 1.

5 Q. (BY MR. WILLIAMS) Okay. Mr. Melia, do you  
6 see what I'm marking as Plaintiff's Exhibit 2?

7 A. Yes. Is that the -- yeah, ASTM standard,  
8 yes.

9 Q. Now, is -- you said the ASTM standard.  
10 Is this document the American Society  
11 for Testing and Material Standard?

12 A. Yes, that's correct.

13 Q. Okay. And are you familiar with this  
14 standard?

15 A. I am.

16 Q. And is this more of the industry standards  
17 regarding a safe entrance mat?

18 A. Yes. There is a section in this document,  
19 I think it starts at 5.4, and that discusses mats and  
20 runners as they are often referred to.

21 Q. And what does the applicable industry  
22 standard say regarding the American Society for  
23 Testing and Materials?

24 MR. PATTERSON: Form.

25 THE WITNESS: Well, I can certainly



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1 read from the document in front of me as well, but  
2 expectations, the standards that apply here, are to  
3 include entrance -- or -- or mats and runners at the  
4 entrance. Obviously, inclement weather is one of the  
5 key focus points because you have not only a -- a  
6 transition potentially from outside to inside, but  
7 the mats are designed to provide that number of steps  
8 and transition if you're bringing water into a store,  
9 you know, based upon precipitation, whether it's  
10 rain, sleet, snow, et cetera. So many of these  
11 standards are designed for that. There's points in  
12 there in relation to how they are to be maintained to  
13 not create pedestrian hazards in a specific point.  
14 If you want me to continue. I'm sorry.

15 Q. (BY MR. WILLIAMS) Yeah. Let me just  
16 highlight this for you real quick.

17 Do you see the section that's titled  
18 5.46?

19 A. Yes. That -- that was the point I was  
20 going to -- yes, sir.

21 Q. Okay. Can you read that standard for me,  
22 please?

23 MS. HERRERA: Objection, form.

24 THE WITNESS: Sure. 5.4.6 states,  
25 mats, runners and areas rugs shall be maintained so

## Stephen Melia

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1 as to -- it says to -- I'm sorry -- to not create  
2 pedestrian hazards, mats, runners and area rugs shall  
3 not have loose or frayed edges, worn areas, holes,  
4 wrinkles or other hazards that may cause a trip  
5 occurrence.

6 Q. (BY MR. WILLIAMS) Do you agree with the  
7 standard?

8 A. I do.

9 MS. HERRERA: Objection, form.

10 Q. (BY MR. WILLIAMS) Why is that?

11 A. Well --

12 MS. HERRERA: Objection, form.

13 THE WITNESS: -- it -- it's a standard  
14 --

15 MR. PATTERSON: (Zoom failure), Lucas?

16 MR. WILLIAMS: What's that?

17 MS. HERRERA: You want an agreement  
18 that one objection's good for all.

19 MR. WILLIAMS: Sure. I don't think it  
20 matters much.

21 MS. HERRERA: Agreed for Walmart  
22 Defendants [SIC]. I -- I did not agree then [SIC].

23 MR. WILLIAMS: Yeah. Yeah. It  
24 doesn't matter. You can -- it's -- but, sure.  
25 It's -- it's fine.

**Stephen Melia**

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1 Q. (BY MR. WILLIAMS) Anyways, let me reask  
2 that question.

3 Why do you agree with that statement,  
4 Steven -- or Mr. Melia?

5 A. Well, the standard -- procedures and  
6 standards are generally created due to a known  
7 history of incidents occurring, and so my agreement  
8 with it is certainly in a -- the publication that  
9 provides direction and clarity for the industry in  
10 relation to this, and also cite my experience in  
11 knowing risks that can occur when a -- mats or carpet  
12 areas are not maintained or they may have loose or  
13 frayed edges or curled. In addition to mats that  
14 are -- are not properly placed at an entrance during  
15 inclement weather leaves that risk of some slip  
16 occurrence more prevalent in areas where you don't  
17 have a -- a mat transition from outside to inside  
18 during inclement weather.

19 Q. Can you see my screen fine?

20 A. I can.

21 Q. Do you see that I'm showing you what's been  
22 marked as Plaintiff's Exhibit 3?

23 A. Yes, I can see that.

24 Q. Do you see that this document is the  
25 American National Standard on commercial entrance

## Stephen Melia

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1 matting?

2 A. Yes, I see that.

3 Q. And do you see at Section 8.10 of this  
4 standard?

5 A. I do, yes.

6 Q. And can you read that standard to me,  
7 please, on the left side of the table?

8 MS. HERRERA: Objection, form.

9 THE WITNESS: It's in reference to  
10 mats. And the -- the point made here in 8.10 is mats  
11 may buckle and not lay flat while in service where  
12 traffic may catch and curl the border or the end of  
13 the mat, and, obviously, all those create hazards.  
14 And it cites a number of solutions for ensuring that  
15 their edges are not curled or cannot be at risk of  
16 moving as either -- and my opinion I'm not reading  
17 directly from this, but as carts roll over areas, or  
18 people walk over areas, to ensure that the mats  
19 remain in place and that the edges are not curled  
20 or -- or worn.

21 Q. (BY MR. WILLIAMS) Mr. Melia, do you see  
22 what I've just highlighted?

23 A. Yes, I do.

24 Q. Okay. Can you read that to me, please?

25 A. Yes.

## Stephen Melia

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1 MS. HERRERA: Objection, form.

2 THE WITNESS: 8.10. Mats not lying  
3 flat. Where mats do not lie flat the mat shall be  
4 secured to the floor so that it lies flat or is  
5 removed from service.

6 Q. (BY MR. WILLIAMS) And do you agree with  
7 this standard?

8 MS. HERRERA: Objection, form.

9 THE WITNESS: Well, I -- I don't  
10 necessarily agree with it in 100 percent of the  
11 cases. I believe there are environments and  
12 industries that have to evaluate the best course of  
13 action for placing a mat in determining how that mat  
14 should be placed which could include it being secured  
15 mechanically or otherwise or whether the mat should  
16 be easily placed and removed, again, at different  
17 times. So there are -- there's a -- a (Zoom failure)  
18 to be made, but certainly I would not say across the  
19 board. It would be dependent upon the environment or  
20 location where the mat is placed.

21 Q. (BY MR. WILLIAMS) Do you agree that a -- a  
22 mat should lie flat or it should be removed from  
23 service?

24 A. That I agree with, yes.

25 Q. And why do you agree with that?

## Stephen Melia

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1 MS. HERRERA: Objection, form.

2 THE WITNESS: Well, if -- if the mat  
3 cannot be -- if it's not lying flat or -- and, again,  
4 it's one of the reasons you have to conduct a [SIC]  
5 evidence-based review and get to the root cause  
6 analysis, if it's not lying flat and the -- the edges  
7 or any portion of the mat is rippled, curled, edged  
8 in a way that creates a trip hazard, then certainly  
9 if it cannot be laid flat and cannot be secured then  
10 the next course of action is to remove that mat  
11 and -- and place a more appropriate mat in its place  
12 if it is deemed necessary.

13 Q. (BY MR. WILLIAMS) Now, based on these  
14 standards when does an entrance mat become a trip  
15 hazard?

16 MS. HERRERA: Objection, form.

17 THE WITNESS: Well, it certainly would  
18 become a trip hazard if it is not laid flat in -- in  
19 the most simplistic terms.

20 Q. (BY MR. WILLIAMS) Now, do you know if  
21 Walmart has its own internal standard for floor mats?

22 A. I -- I do, yes.

23 Q. Do you see that I'm on what's been Bates  
24 stamped as Walmart 143?

25 A. Yes.

## Stephen Melia

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1 Q. And do you see that this document is marked  
2 as Plaintiff's Exhibit 4?

3 A. I do see that, yes.

4 Q. Are you familiar with this standard?

5 A. I am, yes.

6 Q. Is this Walmart's standard for maintaining  
7 the front end of its stores?

8 A. It is the standard operating procedures,  
9 yes.

10 Q. And what does the standard operating  
11 procedure mean here?

12 A. It basically provides our -- or provides  
13 the management and the associates in the store with  
14 the expectation and the understanding of what that  
15 particular topic is addressing. In this case it's  
16 the -- the front end and the vestibule area  
17 specifically to create a safe environment for the  
18 entrance and exits.

19 Q. All right. Do you see Line 2 of this  
20 standard operating procedure?

21 A. I do.

22 Q. All right. Is Walmart supposed to correct  
23 all trip hazards at the front of its store?

24 A. Yes. Identify, correct any type of slip,  
25 trip-and-fall hazard would be the -- the standard

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1 expectation.

2 Q. And you see Line 3, Walmart's procedure?

3 A. I do.

4 Q. Is Walmart supposed to ensure that its mats  
5 lie flat on the floor?

6 A. Yes.

7 Q. And why is that?

8 A. That goes back to the earlier standards  
9 that we referenced. It's -- many of the standards  
10 from my experience that -- that Walmart, and many  
11 other retailers for that matter, apply are gained  
12 through national standards, and -- and so the -- the  
13 fact that this is very consistent with the standards  
14 we referenced earlier is not surprising and -- and is  
15 expected to ensure you have safe walking and floor  
16 conditions.

17 Q. Now, if Walmart notices that a mat is not  
18 lying flat what is it supposed to do?

19 MS. HERRERA: Objection, form.

20 THE WITNESS: Well, certainly the  
21 identification is -- is critical, but once it's  
22 identified even more critical is the immediate  
23 correction. So to answer your -- your question it is  
24 to correct the unsafe condition or remove the unsafe  
25 condition.



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1 Q. (BY MR. WILLIAMS) And right here in the  
2 standard operating procedure Walmart even instructs  
3 its employees to discard and replace the floor mat;  
4 is that right?

5 MS. HERRERA: Objection, form.

6 THE WITNESS: Yes.

7 Q. (BY MR. WILLIAMS) Why is Walmart supposed  
8 to do that?

9 MS. HERRERA: Objection, form.

10 THE WITNESS: (Unintelligible) the  
11 point I mentioned earlier about the goal is to -- to  
12 maintain a safe environment and to not create any  
13 hazards that would cause a person to be injured while  
14 shopping in the store.

15 Q. (BY MR. WILLIAMS) Now, based on your  
16 knowledge and experience working at Walmart for more  
17 than 30 years do you know if Walmart employees are  
18 supposed to look for these trip hazards?

19 MS. HERRERA: Objection, form.

20 THE WITNESS: It -- it is an  
21 expectation, again, safe -- to place safety first  
22 that as they're walking in their general area of work  
23 or going to and from that they would be observant to  
24 and look for any unsafe condition, not just the floor  
25 or mats but any object (Zoom failure) that may (Zoom

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1 failure.

2 Q. (BY MR. WILLIAMS) Okay. So as they're  
3 walking to and from wherever they are walking to and  
4 from they're supposed to be looking for unsafe  
5 conditions?

6 A. Yes. As a general rule for all associates  
7 and management. Certainly there are more specific  
8 detailed positions generally referred to as -- as  
9 maintenance that would more specifically be looking  
10 for risks or hazards that may be evident, spills, et  
11 cetera, that they would be responsible for  
12 identifying and cleaning up or being called to a  
13 location to clean the area with the proper equipment.

14 Q. Now, how is Walmart and its employees  
15 supposed to look for these hazards?

16 MS. HERRERA: Objection, form.

17 THE WITNESS: Well, it -- it starts  
18 with training and awareness, and that, you know,  
19 expectation of looking not just in one area but  
20 wherever you may be traveling in -- in throughout the  
21 store, that your awareness [SIC] and alert to unsafe  
22 conditions. And that is -- again, begins with  
23 documentation such as standard operating procedures,  
24 training that takes place, communication through  
25 weekly meetings, et cetera, to instill that knowledge

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1 and expectation in -- into the employees that work at  
2 a location.

3 Q. (BY MR. WILLIAMS) What's a safety sweep?

4 A. A safety sweep in Walmart terms and in --  
5 really in -- in the industry it [SIC] used by a  
6 variety of -- of companies is to do almost exactly  
7 what I described, it's to not necessarily sweep with  
8 a broom, as it's often sometimes thought of, it is to  
9 visually walk through areas to identify risks and is  
10 oftentimes done on a periodic basis, or it can be  
11 announced by management over -- over a PA system to  
12 conduct a safety sweep, and not uncommon in the  
13 industry. Again, it's that reminder to be vigilant  
14 in identifying and addressing unsafe conditions in a  
15 facility.

16 Q. Now, how often are Walmart employees  
17 supposed to do a safety sweep and look for these trip  
18 hazards?

19 MS. HERRERA: Objection, form.

20 THE WITNESS: Well, it has certainly  
21 changed over the years, and I have, obviously, been  
22 out of specific day-to-day operations of Walmart for  
23 the past seven years. To my knowledge and  
24 understanding that is a -- a routine that is  
25 generally expected anywhere from every 30 minutes to

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1 every hour for associates to stop from the -- the  
2 task at hand and -- and look and view their area as  
3 termed as a safety sweep. So that is the  
4 understanding that I have at this time.

5 Q. (BY MR. WILLIAMS) And you believe doing a  
6 safety sweep every 30 minutes to an hour is a safe  
7 practice?

8 MS. HERRERA: Objection, form.

9 THE WITNESS: I believe it's a -- a  
10 good standard in the industry, in addition to what we  
11 discussed earlier with every associate, management,  
12 regardless of the time of day, but if they're walking  
13 to and from that they are observant to and looking  
14 for risks and correcting risks.

15 Q. (BY MR. WILLIAMS) So -- so whenever you  
16 were talking I asked how they're supposed to identify  
17 trip hazards and two of the things I've got are that  
18 they're supposed to do safety sweeps and look for  
19 trip hazards while they're walking; is that fair?

20 MS. HERRERA: Objection, form.

21 THE WITNESS: That is correct. That  
22 is correct.

23 Q. (BY MR. WILLIAMS) Now, when there is a mat  
24 that is not flush with the floor what is Walmart  
25 supposed to do?

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1 MS. HERRERA: Objection, form.

2 MR. WILLIAMS: Did we lose him?

3 MR. PATTERSON: I think maybe we did.

4 MR. WILLIAMS: Well, let me  
5 (inaudible).

6 Q. (BY MR. WILLIAMS) Let me just reask the  
7 question, okay, Mr. Melia.

8 THE WITNESS: Stand by. Let me -- I'm  
9 not sure if this is on my end, but I received a  
10 notification of a [SIC] Internet signal connection  
11 issue.

12 MR. WILLIAMS: Let's go off real  
13 quick.

14 THE WITNESS: Okay. I -- I'm good.

15 MR. WILLIAMS: You're good?

16 THE WITNESS: If you-all can hear me,  
17 yeah. But everyone froze and then I lost everyone  
18 for a moment.

19 Q. (BY MR. WILLIAMS) Okay. I'm going to  
20 reask my question. Okay?

21 A. Yes, please.

22 Q. When there is a mat that's not flush with  
23 the floor what is your opinion as to what Walmart is  
24 supposed to do?

25 MS. HERRERA: Objection, form.

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1 THE WITNESS: You have really just a  
2 few options, maybe two options. One is reposition  
3 the mat to be -- ensure it is flush with the floor.  
4 The second option, obviously, is to ensure it is the  
5 correct mat for the location, that it's not going to  
6 wrinkle or -- or buckle under the weight of shopping  
7 carts going in and out, so then the proper mat is  
8 important. And then the last one, obviously, is the  
9 removal of a mat if it cannot be laid flat or laid  
10 safely on a floor to allow customers to walk over.

11 MR. WILLIAMS: And what -- what was  
12 the basis for that objection?

13 MS. HERRERA: Relevance.

14 Q. (BY MR. WILLIAMS) Do those standards apply  
15 in this case?

16 A. Yes, they -- they do.

17 Q. And all of those standards we went over,  
18 the two standards and Walmart's internal standards,  
19 how do they apply in this -- in this case?

20 A. Well certainly giving direction in what not  
21 only is considered the industry standards in --  
22 regarding the mats and the proper placement and  
23 proper mat, but also Walmart's own standards. So the  
24 importance is that it is clear that the policy and  
25 the expectation is would -- and I would say

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1 well-written to the extent that it lays clearly the  
2 expectation for the management to follow the  
3 execution of that is certainly where a risk can occur  
4 when procedures are not followed [SIC].

5 Q. Now, after you determine these industry  
6 standards that apply did you learn the facts of the  
7 case?

8 A. I did.

9 Q. And what did you learn?

10 A. I certainly learned from review of the  
11 video, as well as the photographs, that this  
12 particular mat in question that you see on Page 3 of  
13 my report -- I don't know if my report's been  
14 introduced yet -- but that the mat was clearly  
15 rippled and not laid flat in the photograph, and from  
16 the video observation points as well appears that the  
17 mat and that location was the cause of Ms. Castro  
18 (Zoom failure) --

19 THE COURT REPORTER: Is he frozen for  
20 you-all as well?

21 MR. WILLIAMS: Yeah.

22 THE COURT REPORTER: Okay.

23 MS. HERRERA: Yes.

24 MR. WILLIAMS: It's not me this time.  
25 We're here. Can you hear us?

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1 MS. HERRERA: (Unintelligible).

2 THE WITNESS: (Zoom failure).

3 MR. WILLIAMS: Yeah. Yeah. Yeah.

4 We're here. Can -- can you hear us?

5 THE WITNESS: Are you -- can you hear  
6 me?

7 MR. WILLIAMS: Yes, sir. Yeah, I can  
8 hear you there.

9 THE WITNESS: Lucas, can you hear me?

10 MR. WILLIAMS: There -- there you are.

11 THE WITNESS: Hello. Can you hear me?

12 MR. WILLIAMS: Yeah. Yeah. Your  
13 video's cutting in and out on us.

14 THE WITNESS: Yeah. And I -- I  
15 apologize. I could go to my phone if needed. We --  
16 the house is new and the cable company just came out  
17 last week and buried the cable and we have had no  
18 issues at all until right now, so I apologize. If we  
19 need to -- if I need to try to go to my phone, we  
20 can, but hopefully, I'm disconnecting a few other  
21 WIFI devices so hopefully that will help.

22 MR. PATTERSON: Okay.

23 MS. HERRERA: Or sometimes if you do  
24 just the audio through your phone it'll give you more  
25 bandwidth on your video and it -- it might start



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1 working.

2 THE WITNESS: Okay.

3 MS. HERRERA: We've -- we've all  
4 become Internet savvy over the past couple of years  
5 in trying to deal with bandwidth issues.

6 THE WITNESS: Yeah. I'm showing a  
7 better connection now, but I am -- you guys are still  
8 freezing up.

9 MR. WILLIAMS: Yeah. Let's say -- do  
10 you mind calling in with your phone? Can you hear  
11 us?

12 THE COURT REPORTER: I'm assuming  
13 we're still on the record because the videographer  
14 has not gotten us off.

15 THE VIDEOGRAPHER: We can be off the  
16 record. The recording's been paused, so...

17 THE COURT REPORTER: Okay.

18 (Short recess taken.)

19 Q. (BY MR. WILLIAMS) Mr. Melia, earlier I  
20 asked you if you learned the facts of the case; do  
21 you remember?

22 A. Yes.

23 Q. What did you learn?

24 A. That Ms. Castro had completed making a  
25 purchase at the register and as she was exiting,

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1 walking towards the exit door, she tripped and fell.

2 Q. And how did you learn that?

3 A. It was through the -- of course, the video  
4 in addition into the incident report and the, of  
5 course, deposition testimony that was provided from  
6 Ms. Castro as to what -- what caused her to  
7 trip-and-fall.

8 Q. And what did she trip-and-fall on?

9 A. As stated in the Walmart incident report it  
10 stated that she tripped and fell on the entrance mat  
11 as she was exiting the store.

12 Q. And did you look at photos of the mat taken  
13 after the incident?

14 MR. PATTERSON: He's gone again.

15 THE COURT REPORTER: Off the record?

16 MS. HERRERA: Yeah.

17 MR. WILLIAMS: Uh-huh.

18 (Short pause in proceedings.)

19 THE VIDEOGRAPHER: On the record.

20 Q. (BY MR. WILLIAMS) Did you look at photos  
21 of the mat taken after the incident?

22 A. I did.

23 Q. And I'm showing you what's been marked as  
24 Plaintiff's Exhibit 5. Have you seen these photos  
25 before today?

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1 A. Yes, I have.

2 Q. And you see that it's five photos?

3 A. Yes.

4 Q. What do you see in this photo?

5 MR. PATTERSON: Form.

6 THE WITNESS: It clearly shows a -- a  
7 black carpeted mat at the entrance/exit to the -- to  
8 the fuel station convenience store.

9 Q. (BY MR. WILLIAMS) Can we just call this  
10 the mat?

11 A. Yes.

12 Q. Do you see any curls on this mat?

13 MS. HERRERA: Objection, form.

14 THE WITNESS: I do. I see curls and  
15 ripples as I would describe them.

16 Q. (BY MR. WILLIAMS) Now, how many curls does  
17 it take for a mat to become a trip hazard?

18 MS. HERRERA: Objection, form.

19 THE WITNESS: Well, it -- it certainly  
20 only requires there to be one imperfection of a mat  
21 that's not laying flat to become a trip hazard.

22 Q. (BY MR. WILLIAMS) And how many curls do  
23 you see in this mat?

24 MS. HERRERA: Objection, form.

25 THE WITNESS: I -- I see at least four

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1 or five. There's one larger one on the very front of  
2 this photo, one directly to the left, a smaller  
3 imperfection, and then the sides, each side of the  
4 mat, at least from this photograph, appear to have at  
5 least two to three ripples along that long edge on  
6 each side of the -- the mat that's shown here.

7 Q. (BY MR. WILLIAMS) Do you see that I'm  
8 showing you what's been marked as Plaintiff's Exhibit  
9 6?

10 A. Yes, I do.

11 Q. Do you see it's just this exact same photo  
12 as the last one we went over except that it has red  
13 circles around it?

14 A. Yes.

15 Q. Do you see those red circles are where the  
16 curls are at?

17 A. That would be what I was describing as the  
18 curls that I was identifying, or the ripples that I  
19 was identifying as we spoke earlier.

20 Q. And how many curls do you see in this mat?

21 A. Well, again, from the photograph, as I  
22 described earlier, the two (Zoom failure) identified  
23 as the trip initiated from Ms. Castro and then the --  
24 the ones on the side. If you're asking how many  
25 circles I see drawn in this photo, there are seven

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1 circles identified.

2 Q. So you see seven curls in this mat?

3 MS. HERRERA: Objection, form.

4 THE WITNESS: Well, there are -- there  
5 are certainly seven circles identified. It is my  
6 representation that those are areas of a ripple or  
7 a -- a curled section of the mat.

8 Q. Now, do you have a -- do you have an  
9 opinion on whether these curls made this mat a trip  
10 hazard?

11 MS. HERRERA: Objection, form.

12 THE WITNESS: I do.

13 Q. (BY MR. WILLIAMS) And what is that  
14 opinion?

15 A. Well, in my opinion, it is a risk. It is a  
16 trip hazard based on the mat not lying flat and the  
17 risk of someone catching one of those curled sections  
18 or ripples in the mat that would potentially cause a  
19 trip-and-fall to occur.

20 Q. Looking at this photo is this mat flat or  
21 flush with the floor?

22 MS. HERRERA: Objection, form.

23 MR. PATTERSON: Objection, form.

24 THE WITNESS: It is -- it is not.  
25 It's just a different angle of the -- the same

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1 incident photo that was provided, and it is not lying  
2 flat, it is -- indicates the ripples as we described  
3 previously.

4 Q. (BY MR. WILLIAMS) And do you have an  
5 opinion on whether the mat not lying flat on the  
6 ground is a trip hazard?

7 A. Yes, I do.

8 Q. And what's that opinion?

9 MR. PATTERSON: Form.

10 THE WITNESS: Well, the opinion is  
11 that if the mat is not lying flat it does represent a  
12 risk of a trip-and-fall hazard.

13 MR. WILLIAMS: And, Evan, what was the  
14 basis for that objection?

15 MR. PATTERSON: Ambiguous, vague,  
16 speculation.

17 MR. WILLIAMS: On whether a mat lying  
18 flat on the ground is a trip hazard is vague?

19 MR. PATTERSON: Correct.

20 Q. (BY MR. WILLIAMS) Now, Mr. Melia, when I  
21 say trip hazard what do you think I am referring to,  
22 or how would you like to define the words trip  
23 hazard?

24 A. I -- I would define a trip hazard as any  
25 type of object, piece of equipment or item that is on

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1 the floor that would cause an individual to -- their  
2 foot to make contact with that object or item that  
3 would then cause them to trip over that said item and  
4 cause a fall. Not all trips result in a fall, but it  
5 is a trip-and-fall risk.

6 Q. And based on that definition of trip hazard  
7 do you believe that this mat is a trip hazard?

8 A. I do, yes.

9 Q. And why is that?

10 A. Because it is not lying flat and the  
11 ripples indicated, as we've discussed, creates that  
12 potential for a person to catch their foot or their  
13 shoe in the rippled part of the mat that would cause  
14 them to potentially lose balance and trip-and-fall.

15 Q. Okay. And if a mat is a trip hazard is it  
16 a safe or an unsafe mat?

17 MS. HERRERA: Objection, form.

18 THE WITNESS: Well, certainly it would  
19 be an unsafe mat.

20 Q. (BY MR. WILLIAMS) And is Walmart supposed  
21 to provide safe mats to its customers to use?

22 MS. HERRERA: Objection, form.

23 THE WITNESS: The expectation would be  
24 to provide a safe walking surface. In this case  
25 we're obviously referring to a mat, then the answer

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1 would be, yes, the expectation would be to provide an  
2 appropriate mat that does not create a tripping  
3 hazard.

4 Q. (BY MR. WILLIAMS) And did this mat create  
5 that tripping hazard?

6 MS. HERRERA: Objection, form.

7 THE WITNESS: It is my professional  
8 opinion that it did, yes.

9 Q. (BY MR. WILLIAMS) Is Walmart supposed to  
10 look and correct -- excuse me.

11 Is Walmart supposed to look for and  
12 correct trip hazards like this?

13 MS. HERRERA: Objection, form.

14 THE WITNESS: Yes.

15 Q. (BY MR. WILLIAMS) How so?

16 A. Part of the standard operating procedures  
17 as discussed, the safety sweep, the observation, the  
18 maintenance, folks assigned to inspecting the floors  
19 to ensure they're safe, that is the -- the standard  
20 that not only Walmart but many -- many companies in  
21 the -- in the retail grocery sector implement, and  
22 the expectation is to inspect and correct the unsafe  
23 condition before an incident occurs.

24 Q. Did you review any video to see if Walmart  
25 looked for or found the trip hazards in the mat?



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1 MS. HERRERA: Objection, form.

2 THE WITNESS: I did review the video  
3 that was provided by Walmart.

4 MR. WILLIAMS: And what was the --  
5 what was your basis there for that objection?

6 MS. HERRERA: Leading, counsel's  
7 testifying, misstates evidence, mischaracterizes  
8 evidence. I can go on if you --

9 MR. WILLIAMS: Yeah. Go on.

10 MS. HERRERA: -- care for me to. You  
11 just proceed with your questioning of him.

12 MR. WILLIAMS: Oh, okay.

13 Q. (BY MR. WILLIAMS) Did you review any video  
14 in this case?

15 A. Yes, I did.

16 Q. What for?

17 A. Again, the purpose of -- somewhat of a  
18 forensic analysis, to go back and review an incident  
19 you want to obtain as many of the facts as you can as  
20 they were represented at the time of the incident,  
21 that includes video, photographs, witness statements,  
22 et cetera. So the purpose was to go and look at and  
23 make observations as to the activity that was taking  
24 place and the actual incident itself to help  
25 determine that root cause.

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1 Q. Okay. And whenever you reviewed the video  
2 did you learn if Walmart looked for or found trip  
3 hazards in the mat?

4 MS. HERRERA: Objection, form.

5 THE WITNESS: Certainly there was only  
6 a period of time, approximately an hour, prior to the  
7 incident the video provided. While I believe there  
8 were Walmart associates in and around the area and  
9 walking past the mat there was no indication during  
10 that period of time that there was any identification  
11 and certainly no action to remove the mat prior to  
12 the incident.

13 Q. (BY MR. WILLIAMS) Can you see my screen  
14 fine, sir?

15 A. Yes.

16 Q. And I'll put on the record that I'm going  
17 to mark this as Exhibit 7 which is the video.

18 Do you recognize this video?

19 A. I do.

20 Q. And have you reviewed it before today?

21 A. I have, yes.

22 Q. And do you see that I'm on the 9 minute 49  
23 second mark of this video?

24 A. Unfortunately, I have to testify that based  
25 on me reviewing this from my phone it is difficult

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1 for me to read the -- the numbers, so I don't know  
2 that I can testify to that. Let the record reflect  
3 whatever it may show on the larger screen.

4 Q. Okay. I'll represent to you that we're on  
5 the 9 minute 49 second mark of this video. Okay?

6 A. Okay.

7 Q. And as I'm playing this video can you just  
8 see how many Walmart's employees are behind the  
9 counter?

10 A. Well, is it playing right now? Because it  
11 appears to be stopped.

12 Q. No, no. Just asking you to -- if you're  
13 going to be able to do that?

14 A. It -- I see at least one and possibly two.  
15 It's, unfortunately, a little difficult to tell. If  
16 you play it then I may see the activity that would  
17 draw a better answer.

18 Q. Okay. Are you able to look at this video  
19 on your computer screen?

20 A. Give me a minute, I will see if I have it.  
21 I had to shut down and restart when I was trying to  
22 do this on the computer so this may take a moment.

23 MR. WILLIAMS: You guys want to go off  
24 the record and take a break while he does that?

25 MR. PATTERSON: Up to you.

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1 MS. HERRERA: I'm good.

2 MR. WILLIAMS: Okay. Well, we'll --  
3 we'll stay on it. Whatever works on you-all  
4 (unintelligible).

5 THE WITNESS: Yeah. It's going to  
6 take me just a minute to get to.

7 MS. HERRERA: What was Exhibit 6  
8 again?

9 MR. WILLIAMS: The curls in the mat.  
10 The red circles.

11 MS. HERRERA: The other -- all the  
12 red -- okay. Has his report been numbered yet? I  
13 need to know. Well, just for the record, since we're  
14 on the record we do object to having just been  
15 provided with his report today, the day of his  
16 deposition, but we're still prepared to go forward.

17 MR. WILLIAMS: You didn't get the  
18 report before today?

19 MS. HERRERA: It was not --

20 MR. PATTERSON: It was an affidavit.

21 MS. HERRERA: We didn't -- it wasn't  
22 produced to us before today.

23 THE WITNESS: Working as quickly as I  
24 can, folks, to get -- to get back to this.

25 MR. WILLIAMS: Was the affidavit any

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1 different than the report?

2 MR. PATTERSON: Yeah. One's 20 pages.

3 MR. WILLIAMS: Well, I guess you-all  
4 got it the same time I did. My report or my thing is  
5 just an affidavit, so that's -- that's what I got  
6 ready to mark, so I don't think it makes any  
7 difference on any of the questions I'm going to ask,  
8 though, so...

9 THE WITNESS: All right. We may have  
10 to proceed without the video. I believe I had to  
11 download it to a laptop and not my desktop, and this  
12 was months back, so I'm not going to be able to get  
13 to it. I can try to log back in on my desktop for  
14 this video deposition so perhaps I can see it in a  
15 larger screen, but just due to technical difficulties  
16 I apologize. I certainly can see the video once it's  
17 playing on my phone. I don't think it'll be any  
18 different than what my recollection is from watching  
19 the video in the past.

20 Q. (BY MR. WILLIAMS) Okay. You ready to  
21 proceed then?

22 A. Yes. Let's try to continue.

23 Q. Okay. Mr. Melia, I'm on the 9 minute 38  
24 second mark of this video. I'll represent that to  
25 you. Okay?

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1 A. Okay.

2 Q. How many people do you see behind the  
3 counter?

4 A. So I see three Walmart associates behind  
5 the counter.

6 Q. Do you see four Walmart associates behind  
7 the counter?

8 A. I do now, yes. One just left.

9 Q. Now, does the mat seem close or far from  
10 where these employees are at?

11 A. It's just across the counter from where  
12 they are ringing up customers. So I was able to  
13 observe two of the associates leave the register and  
14 walk past the mat.

15 Q. And you were able to observe that with the  
16 video being played to the 10 minute 25 second mark,  
17 right?

18 A. Again, if the record reflects that time  
19 frame. I -- I can't conclusively state that. I  
20 don't have visual on that.

21 Q. Now, how many people -- or excuse me.  
22 How many Walmart employees did you see  
23 walk over the mat?

24 A. Two.

25 Q. And could those two employees had noticed

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1 the trip hazard in the mat?

2 MS. HERRERA: Objection, form.

3 THE WITNESS: I would believe that  
4 that would have been noticeable, yes.

5 Q. (BY MR. WILLIAMS) Could they have  
6 corrected the trip hazards in the mat?

7 MS. HERRERA: Objection, form.

8 THE WITNESS: Yes, I believe they  
9 could have.

10 Q. (BY MR. WILLIAMS) And did they do so here?

11 A. They did not.

12 Q. Okay. I'll represent to you that we're on  
13 the 46 minute and 3 second mark of the video. Okay?

14 A. Okay. Okay.

15 Q. And I'll represent to you that we just  
16 played the video to the 46 minute and 20 second mark  
17 of the video. Okay?

18 A. Okay.

19 Q. Did you notice a third Walmart employee  
20 walk over the mat?

21 A. I did. He was pushing a rolling cart.

22 Q. And could that employee have also noticed  
23 the trip hazard in the mat?

24 A. He could have, yes.

25 Q. And could that employee also have corrected

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1 the trip hazards in the mat?

2 A. Yes.

3 Q. Did the employee do so?

4 A. No, they did not.

5 Q. And I'll represent to you that -- excuse  
6 me.

7 I'll represent to you that I'm on the  
8 47 minute 45 second mark of the video. Okay?

9 A. Okay.

10 Q. How many people do you see in the store at  
11 this time?

12 A. I believe I -- there is one person behind  
13 the counter.

14 Q. Is that person a Walmart employee?

15 A. It would appear so, yes. Yes, they are.

16 Q. Now, I'm going to play this video for about  
17 20 to 30 seconds. All right. Do you see that I just  
18 played the video to the -- or excuse me.

19 I'll represent to you that I played  
20 the video to the 48 minute 6 second mark. Okay?

21 A. Okay.

22 Q. How many people are in that store during  
23 the time?

24 A. There's only one visible through this angle  
25 of the video.



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1 Q. And who is that?

2 A. It was the Walmart associate that left from  
3 behind the counter and then returned.

4 Q. And when she returned from behind the  
5 counter did she look towards the entrance mat?

6 A. I can't speak to what direction her eyes  
7 were -- were looking. She was walking towards that  
8 direction before she -- before she turned -- left to  
9 go behind the -- the counter and then into the back  
10 room it appears.

11 Q. And when she was walking towards that  
12 direction could she have noticed a trip hazard in the  
13 mat if she looked?

14 MS. HERRERA: Objection, form.

15 THE WITNESS: I believe that would be  
16 observed, yes.

17 Q. (BY MR. WILLIAMS) And could she have  
18 corrected the trip hazards in the mat?

19 A. Yes.

20 MS. HERRERA: Objection, form.

21 Q. (BY MR. WILLIAMS) Did she do so?

22 A. She did not take any action towards the  
23 mat.

24 Q. And there was no one in the store during  
25 this time, was there?

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1           A.       Again, I only have this portion of the  
2 video. I know there's one other angle that I did  
3 view from the side looking towards the -- the doors  
4 and the mat, but I don't have full view of the video,  
5 so I can't answer that conclusively.

6           Q.       Did you see -- did you see anyone else in  
7 the store during this video?

8           A.       No, not for the time frame that you just  
9 represented.

10          Q.       And could this employee have safely removed  
11 this mat without interfering with other customers?

12          A.       Yes.

13          Q.       And could this employee have safely removed  
14 the mat without interfering with Walmart's day-to-day  
15 business?

16          A.       Certainly could have, yes.

17          Q.       Sir, do you see that I paused this video?

18          A.       I do, yes.

19          Q.       Okay. And I'll represent to you that I'm  
20 on the 53 minute 26 second mark of the video. Okay?

21          A.       Okay.

22          Q.       Sir, do you see that I've paused this  
23 video?

24          A.       I do, yes.

25          Q.       And I'll represent to you that I've paused

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1 the video at the 53 minute 30 second mark. Okay?

2 A. Okay.

3 Q. How many people are in the store at this  
4 time?

5 A. One customer appears to have just exited  
6 the store you see at the top of the screen, and then  
7 you have the one employee associate that has just  
8 walked out from behind the counter towards the --  
9 towards the doors.

10 Q. And is that Walmart employee walking  
11 towards the mat?

12 A. It appears that she is at this point  
13 towards the mat and the Gatorade display that is  
14 there.

15 Q. Is that Gatorade display orange?

16 A. It is, yes.

17 Q. And is that the same orange Gatorade  
18 display that we see in the photos?

19 A. It is, yes.

20 Q. Is this the -- I'll represent to you that I  
21 just played the video to the 53 minute 35 second  
22 mark. Okay?

23 A. Okay.

24 Q. Did you see a fourth Walmart employee walk  
25 past the mat?

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1           A.       I did see that same employee, yes, walk  
2 past the mat and turn to the right.

3           Q.       And is that the fourth employee of Walmart  
4 that we've seen walk past this mat in this video?

5           A.       That would be correct, yes.

6           Q.       And how many people did you see in the  
7 store (Zoom failure) the mat?

8           A.       Again, there were -- there was one customer  
9 that walked out just prior to this associate walking  
10 towards the mat and then turning to the right just  
11 past the mat.

12          Q.       So whenever she walked past the mat there's  
13 no one else in the store at the time store; is that  
14 right?

15          A.       Again, I want to qualify based on the --  
16 the video angles that we have available I believe  
17 there's more parts to the store, but on this video  
18 that is correct.

19          Q.       Then when the -- a fourth Walmart employee  
20 walked past the mat could she have noticed the trip  
21 hazard in that mat?

22                   MS. HERRERA: Objection, form.

23                   THE WITNESS: Yes.

24          Q.       (BY MR. WILLIAMS) And could she have  
25 corrected the trip hazard in the mat?

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A. Yes.

MS. HERRERA: Objection, form.

Q. (BY MR. WILLIAMS) All right. Did she do so?

A. No.

Q. And could this employee once again have safely removed this mat without interfering with customers at this time?

MS. HERRERA: Objection, form.

THE WITNESS: Yes.

Q. (BY MR. WILLIAMS) And could this employee once again have safely removed this mat without interfering with Walmart's day-to-day business at this time?

MS. HERRERA: Objection, form.

THE WITNESS: Yes.

Q. (BY MR. WILLIAMS) Okay. Earlier you said that Walmart was supposed to do a safety sweep every 30 minutes to an hour; do you remember?

A. Yes, I do.

Q. And what is Walmart supposed to do during a safety sweep again to find these trip hazards?

A. The description in the operating procedures are to walk the aisles in the space in your work area and visibly look for, identify and correct any -- any

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1 unsafe conditions that you might find.

2 Q. Are these employees supposed to be  
3 intentionally looking for trip hazards?

4 A. Yes. That is the -- the purpose of  
5 conducting the safety sweep on a -- on a regular  
6 basis.

7 Q. Did you see any evidence of Walmart doing a  
8 safety sweep in that video?

9 MS. HERRERA: Objection, form.

10 THE WITNESS: No, not on the -- the  
11 video that we observed.

12 Q. (BY MR. WILLIAMS) Did you see any evidence  
13 of any Walmart employee intentionally looking for a  
14 trip hazard in that video?

15 MS. HERRERA: Objection, form.

16 THE WITNESS: Again, they -- if they  
17 were they -- there were no actions taken, so I -- I  
18 don't want to -- I never want to speak to what they  
19 may have been thinking or what they saw through their  
20 eyes, but no actions were taken to correct the -- the  
21 mat.

22 Q. (BY MR. WILLIAMS) Now, what does that  
23 indicate to you?

24 A. I'm sorry. Could you ask that...

25 Q. Sure. Earlier in --

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1 A. I'm not sure what you're referencing.

2 Q. Yes.

3 Earlier I -- I asked you if you saw  
4 any evidence of Walmarts [SIC] doing a safety sweep  
5 and you said no; do you remember?

6 A. Yes.

7 Q. What does that indicate to you?

8 A. Well, it -- it could indicate a number of  
9 things. It certainly, first and foremost, could  
10 indicate a lack of training. It could indicate a  
11 lack of awareness of the procedure or simply a lack  
12 of execution of the -- of the expected procedure.

13 Q. Would Walmart have noticed the trip hazards  
14 in the mat if they did a safety sweep?

15 MS. HERRERA: Objection, form.

16 THE WITNESS: Again, it is -- yes, it  
17 is likely proper observation would have identified  
18 that.

19 Q. (BY MR. WILLIAMS) Is it more likely than  
20 not Walmart would have found the trip hazards in the  
21 mat if they did a safety keep?

22 MS. HERRERA: Objection, form.

23 THE WITNESS: Yes. And it's my  
24 opinion that it would have and could have been  
25 identified.

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1 Q. (BY MR. WILLIAMS) But did Walmart ever  
2 find or correct this trip hazard?

3 A. Not until after the incident occurred. It  
4 was -- the mat was removed but not prior to at -- at  
5 least for the hour of video that we have.

6 Q. Would it have been helpful to have video  
7 for more than an hour before this incident?

8 MS. HERRERA: Objection, form.

9 THE WITNESS: I don't believe it would  
10 have been necessary. It's standard to retain video  
11 an hour prior to and an hour after an incident  
12 occurs, so while it may have provided more footage of  
13 what did or didn't occur, for me, it's reviewing the  
14 incident investigation, it was sufficient to -- to  
15 see that you -- the condition of the mat and what had  
16 taken place prior to and -- and after the incident.

17 Q. (BY MR. WILLIAMS) Was just that hour of  
18 video sufficient for you to learn whether or not  
19 Walmart should have noticed the mat was a dangerous  
20 condition?

21 A. Yes, that was sufficient for me.

22 Q. And why is that?

23 A. Well, you have a period of time where you  
24 have -- well, the customers, but an associate's  
25 walking through and past the area and we had



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1 opportunity -- the associates would have had an  
2 opportunity to identify and remove or -- or correct  
3 the unsafe condition.

4 Q. And do you have an opinion on whether that  
5 mat was a dangerous condition at the time of the  
6 incident?

7 MR. PATTERSON: Form.

8 THE WITNESS: I do.

9 Q. (BY MR. WILLIAMS) Okay. And what's that  
10 opinion?

11 A. Well, certainly based on the condition of  
12 the mat not lying flat it created the risk exposure  
13 for this incident to occur.

14 Q. And do you have an opinion on whether  
15 Walmart should have noticed the mat was a dangerous  
16 condition --

17 MS. HERRERA: Objection, form.

18 Q. (BY MR. WILLIAMS) -- at the time of the  
19 incident?

20 A. I do.

21 Q. And what's that opinion?

22 A. That it certainly would have been imminent  
23 and more likely than not would have been noticed.

24 Q. What do you mean by would have been  
25 noticed?

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1           A.       Based on observations that the  
2 observation's been made and -- and conducted by the  
3 associates walking through the store, or even through  
4 the front doors as they were exiting, the opportunity  
5 was there to identify the unsafe condition and take  
6 actions to remove it.

7           Q.       And why do you believe that Walmart should  
8 have noticed the mat was a dangerous condition?

9                   MS. HERRERA: Objection, form.

10           THE WITNESS: Well, again, relying on  
11 the -- the knowledge that there would have been  
12 sufficient training, and the standard procedures are  
13 well documented to specifically look for the  
14 condition of mats at the entrance of the store, that  
15 would be the basis of that opinion.

16           Q.       (BY MR. WILLIAMS) And do you believe that  
17 condition was there long enough for Walmart to find  
18 it?

19                   MS. HERRERA: Objection, form.

20                   THE WITNESS: I do, yes.

21           Q.       (BY MR. WILLIAMS) And why is that?

22           A.       Well, it is a small area, it's not a large  
23 footprint of the stores, a smaller confined space,  
24 and you've got to -- got to consider four associates  
25 working in or passing through that area would have

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1 provided enough time and opportunity to identify the  
2 risk and correct it.

3 Q. Okay. If this testimony -- excuse me.

4 If there is testimony and evidence  
5 that this mat had been on the floor for six days  
6 before this incident do you believe that Walmart  
7 would have or certainly should have noticed this mat  
8 was in a dangerous condition?

9 MS. HERRERA: Objection, form.

10 THE WITNESS: Well, I certainly do not  
11 want to speculate, of course, on the condition of the  
12 mat for the prior days. I only have the information  
13 available for the -- the time frame of the video, so  
14 it'd be difficult for me to -- to draw any  
15 determinations prior to the condition of the mat in  
16 the prior days.

17 Q. (BY MR. WILLIAMS) And do you have an  
18 opinion on whether this incident would have occurred  
19 had Walmart noticed the trip hazards and picked up  
20 the mat?

21 MS. HERRERA: Objection, form.

22 THE WITNESS: Well, certainly, yes, I  
23 do have an opinion on that.

24 Q. (BY MR. WILLIAMS) And what's that opinion?

25 A. I certainly believe that had the -- the mat

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1 not been in the condition it was at the location at  
2 the time that it would have eliminated that risk as  
3 Ms. Castro was walking towards the exit.

4 Q. And what do you mean by eliminated a risk?

5 A. Well, then you have -- when you have  
6 conditions that are present that -- that pose a risk  
7 for a trip hazard, obviously, you have to mitigate  
8 that risk by either correcting the unsafe condition  
9 or removing it completely. And as I've stated, one  
10 of my reference materials, the -- the hierarchy of  
11 controls that -- that OSHA often refers to is -- is  
12 simply that, the -- the opportunity to once a risk is  
13 identified take the appropriate steps to correct or  
14 mitigate, substitute or remove the condition so that  
15 it does not continue to pose a risk.

16 Q. And do you have opinion [SIC] -- excuse me.

17 Do you have an opinion on whether  
18 Walmart was supposed to pick up this mat?

19 MS. HERRERA: Objection, form.

20 THE WITNESS: Well, certainly I'll  
21 offer this, and it's in -- in my opinions in the  
22 report, in typical expectations and standard  
23 operating procedures in those that are in the Walmart  
24 guidelines and the -- the mats themselves are  
25 utilized when there's inclement weather, and the type

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1 of mat is important for those situations, so I cite  
2 in my report as one of the opinions that it did not  
3 appear to be raining or had rained based on the video  
4 and sunshine coming through, so I do have a question  
5 as to the necessity of the mat being placed there at  
6 this time of the incident, and then certainly had an  
7 observation been made that could have easily been  
8 removed since it was not raining prior to the  
9 incident which would have, of course, removed the  
10 risk.

11 Q. (BY MR. WILLIAMS) Did Walmart ever pick up  
12 this mat before the incident?

13 A. For the time frame of one hour that I have  
14 reviewed prior to the -- the mat was not picked up in  
15 that one-hour time frame prior to Ms. Castro tripping  
16 on it.

17 Q. And did Walmart violate any industry  
18 standards in not picking up the mat?

19 A. Well, the industry standard would be to  
20 ensure that mats were laying flat properly, so to  
21 that regard failure to identify, and -- and, yes,  
22 failure to correct the unsafe condition, would be  
23 that -- that violation of the standard to maintain a  
24 safe environment.

25 Q. Did Walmart also violate its own standard

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1 in not picking up the mat?

2 MS. HERRERA: Objection, form.

3 THE WITNESS: It did in not  
4 identifying and correcting the -- the unsafe  
5 condition.

6 Q. (BY MR. WILLIAMS) And do you have an  
7 opinion on whether this incident would have occurred  
8 had Walmart picked up this mat?

9 A. Well, certainly, it is my opinion that  
10 the -- the risk -- the -- the fact that the mat was  
11 curled, if -- if there was no mat there, then to  
12 answer your question there would -- there would be no  
13 risk of tripping on a mat.

14 MR. WILLIAMS: Okay. Guys, do you  
15 mind if I take a break and review my notes?

16 MR. PATTERSON: Sure.

17 MS. HERRERA: No problem.

18 THE WITNESS: And -- and I'd like to  
19 try to get logged back in. We'll use my phone as a  
20 standby, but while we're on break I'm going to try to  
21 log in on my computer. It looks like I've got a good  
22 connection.

23 MR. WILLIAMS: Okay. Thanks.

24 THE WITNESS: Five minutes?

25 MS. HERRERA: Yep.

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1 THE VIDEOGRAPHER: Off the record at  
2 3:42.

3 (Short recess taken.)

4 THE VIDEOGRAPHER: Okay. On the  
5 record at 3:55.

6 Q. (BY MR. WILLIAMS) Now, Mr. Melia, earlier  
7 you described how Walmart must put safety above  
8 everything else; do you remember?

9 A. Yes. We were discussing safety first.

10 Q. Did Walmart do that here, did Walmart put  
11 safety above everything else in this case?

12 MS. HERRERA: Objection, form.

13 THE WITNESS: Well, they certainly did  
14 not identify the risks associated with the mat, so I  
15 would answer it that way.

16 Q. (BY MR. WILLIAMS) All right. And did they  
17 do a safety sweep in the hour that you watched that  
18 video?

19 MS. HERRERA: Objection, form.

20 THE WITNESS: There was no evidence of  
21 a safety sweep in -- in my understanding of a safety  
22 sweep that was performed in the hour meaning after  
23 the incident.

24 Q. (BY MR. WILLIAMS) And how often are they  
25 supposed to do them?

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A. Typically, it's every 30 minutes to an hour.

Q. And so two safety sweeps were supposed to occur on that video?

MS. HERRERA: Objection, form.

THE WITNESS: Yes. And, again, at -- the size or the format and the footprint can often make a difference, but, typically, 30 minutes to an hour would be standard for a -- a safety sweep of -- of an area where an associate is working.

Q. (BY MR. WILLIAMS) And had Walmart done that safety sweep, found the mat, removed the mat, would we be here today?

MS. HERRERA: Objection, form.

THE WITNESS: Yes, my opinion that the risk would have been -- had it been removed then the incident would not have happened, so, no, we probably would not be here today.

MR. WILLIAMS: I'll pass the witness.

## EXAMINATION

BY MS. HERRERA:

Q. All right. Mr. Melia, I'm going to go first asking you some question. I'm Elizabeth Herrera. I represent the Walmart defendants in this case. And just for the record, I'm going to



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1 introduce your affidavit as Exhibit A. And you did  
2 have a paper copy of that; is that right, Mr. Melia?

3 A. That is correct.

4 Q. And how many pages is your paper copy just  
5 so I can make sure I've -- we have the same one?

6 A. Three.

7 Q. And then you also have a copy of your  
8 report, which I have as 23 pages, there with you?

9 A. That is correct.

10 Q. Okay. I'm going to go ahead and mark that  
11 report as Exhibit 9. And in looking at what we've  
12 marked as Exhibit 9, your report, that also includes  
13 your CV there, which I believe has also been included  
14 as Exhibit 1. Is -- is the CV that's attached there  
15 as Exhibit B -- or Appendix B to your report more  
16 updated than that other one or is this -- or is this  
17 also an older one?

18 A. It would be an older one that was submitted  
19 at the time of this report, so it would likely be the  
20 one that we reviewed earlier, the original question.

21 Q. And also included with your report on Page  
22 22 is your testimonial history. This, then, would  
23 also have been current as of the date the report was  
24 authored.

25 So do you have other testimonial

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1 history since the date the report was authored?

2 A. Yes. I do not have an updated one in front  
3 of me, but I can certainly supplement that. But I  
4 believe there's been at least one or two more  
5 depositions since this report was submitted.

6 Q. And in addition to the one or two  
7 additional depositions have you testified at trial at  
8 all since February 2022?

9 A. I -- I will need to look. I would like to  
10 verify that through some record at some point. We  
11 can do it maybe at the next break. I should be able  
12 to pull that up and answer that affirmatively, but I  
13 don't want to guess.

14 Q. And then what we'll do is, is if you do  
15 find an -- updated documents or updated information  
16 for your testimonial history we'll include that as  
17 Exhibit 10 to your deposition and we can just confirm  
18 that later. That's fine.

19 A. Yeah. I'd be happy to (Zoom failure)  
20 depositions included.

21 Q. Do you also have an updated CV?

22 A. I do.

23 Q. Let's attach an updated CV, then, as  
24 Exhibit 11.

25 A. Okay.

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1 Q. And you can send that to us as well after  
2 the deposition. That's fine.

3 And your fee schedule is also attached  
4 as Appendix D on Page 23 of your report.

5 Is this your current fee schedule?

6 A. I -- I would say, yes, on the hourly rates.  
7 I think recently we may have updated the mileage  
8 reimbursement, but that's minimal and I don't believe  
9 there was any mileage in this case, so -- but it is  
10 accurate for the -- the hour -- hourly rates for  
11 testimony and deposition and so forth.

12 Q. What did you do to prepare for your  
13 deposition today?

14 A. I read through my affidavit and read  
15 through my report.

16 Q. Did you meet with or speak with  
17 Ms. Castro's attorneys?

18 A. I did, yes.

19 Q. And when did you speak to them?

20 A. It was earlier this afternoon. I don't  
21 recall exactly. It would have been possibly around  
22 11:30 or 12 noon.

23 Q. And for how long did you speak with them?

24 A. I would estimate maybe five minutes, five  
25 to ten minutes.

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1 Q. And other than reading through your report  
2 and your affidavit did you review any other documents  
3 to prepare for your deposition today?

4 A. No, I did not review necessarily. Pulled  
5 some of my paper copy documents of some of the  
6 standards that have been discussed, or at least the  
7 ones that I had provided in the appendix as  
8 documentation reviewed or relied upon for -- for my  
9 opinions.

10 Q. And that -- that was going to be my next  
11 question.

12 So on Page 15 of your report, Appendix  
13 A, it has the list of documents that you've reviewed  
14 for this case.

15 Are -- other than what's included in  
16 that list have you -- you reviewed anything else with  
17 respect to this case?

18 A. No. That should be the -- the complete  
19 list at the time of this report.

20 Q. And since the time the report was authored  
21 have you reviewed any new documents or information  
22 with respect to this case?

23 A. I do not believe I have, but I would need  
24 to check. I know I did not amend the report. I am  
25 fairly certain that no new documentation has been

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1 provided since then, but fairly certain doesn't mean  
2 absolute, so I -- I may need to verify that.

3 Q. And this document here, the -- the cover  
4 page states it's expert witness report with a date of  
5 February 16, 2022.

6 Is that the only report that you've  
7 authored for this case?

8 A. It is the only report. I also provided  
9 that affidavit, as we discussed, that was on, let's  
10 see, the 17th of February 2022.

11 Q. When were you first contacted about being  
12 involved in this case?

13 A. Let me refer back to my -- Page 2 of my  
14 report.

15 It would have been on October 8th,  
16 2021.

17 Q. And you have previously worked with the  
18 DeSouza Law Firm; is that right?

19 A. Yes, I have.

20 Q. About how many other cases have you  
21 reviewed for them in the past five years?

22 A. I do not have an exact number in front of  
23 me. I would say at least five cases that I can feel  
24 comfortable stating.

25 Q. And did each of these cases involve a

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1 slip-and-fall or trip-and-fall accident at a retail  
2 store?

3 A. I would have to go back and refer to my  
4 case history on what the DeSouza firm has retained me  
5 for. I -- it would -- I would have to really confirm  
6 that.

7 Q. How much have you billed the DeSouza firm  
8 so far for this case?

9 A. I do not have a number in front of me. I  
10 can get that to you as well. I'll certainly have the  
11 invoicing that I have no problem submitting, you  
12 know, based on the information, what I've reviewed in  
13 the case and what I've billed for the case. I can  
14 add that to my list if you'd like.

15 Q. Yes. Well, so we'll attach -- I've got an  
16 invoice here, and I'm going to see if I can share my  
17 screen and you can take a look at this one. It's  
18 dated February 17th of 2022. Let me know if you need  
19 me to zoom in.

20 A. Yeah, you can -- you can --

21 Q. Can you see that date?

22 A. Yes, I can. You can scroll down. That is  
23 probably going to be the last invoice. I would say  
24 that is most likely the most recent, and there have  
25 been no other charges or documents reviewed, of

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1 course, other than what the invoicing for the time  
2 today in deposition will be.

3 Q. And what is your hourly rate for your time  
4 preparing for the deposition?

5 A. It would be 200 an hour, similar to the  
6 document review preparation, and then 300 per hour  
7 for actual deposition or trial testimony.

8 Q. And have you been retained to testify at  
9 trial for this case?

10 A. I have, yes.

11 Q. Well, that -- that invoice that I pulled up  
12 there we're going to just attach that as Exhibit 12  
13 to your deposition.

14 And, Mr. Melia, you think that's your  
15 most recent invoice; is that correct?

16 A. Yes, that is correct.

17 Q. When did you first begin doing expert  
18 witness work?

19 A. It would have been in 2015.

20 Q. And in the CV that's attached as Appendix B  
21 to your report it lists S. Melia Consulting, LLC, as  
22 your current employer, your current company.

23 Is that your company?

24 A. Yes, it is.

25 Q. And you started that business in May of

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1 2015; is that right?

2 A. That is correct, yes.

3 Q. Does anyone else work for S. Melia  
4 Consulting, LLC?

5 A. No. It is just myself. Of course, my wife  
6 is wonderful at assisting with all of the information  
7 related to invoicing and taxes and all the other  
8 things that go with it, but she is not in any way  
9 part of a -- a review, or document review,  
10 testifying, et cetera.

11 Q. What does your company do?

12 A. So I have -- I started out after I left  
13 Sam's Club and the practice area would be providing  
14 litigation support in cases involving premise's  
15 liability, either safety or security.

16 Q. And has that been the same since 2015, the  
17 same line of work?

18 A. Yes. For S. Melia Consulting, that's  
19 correct.

20 Q. And does S. Melia Consulting only do  
21 litigation services?

22 A. That is all that I have done, yes.  
23 Certainly available to conduct other risk assessments  
24 and other types of security safety assessments, but  
25 primarily it has all been in the area of litigation



**Stephen Melia**

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1 support.

2 Q. So all of your work since 2015 through  
3 Melia Consulting, LLC, has been providing expert  
4 witness services for litigation; would that be  
5 correct?

6 A. That is correct, yes.

7 Q. Right now what percentage of the time are  
8 you retained by plaintiffs versus defense?

9 A. Are you talking about the course of the  
10 seven years?

11 Q. Well, right now, your current case load.

12 A. Without looking I may only have one defense  
13 case where I've been retained by defense. All the  
14 others would be plaintiff's counsel that has retained  
15 me.

16 Q. And about how many cases are in your case  
17 load right now?

18 A. I have right at 30 cases currently.

19 Q. And just one of those 30 were you retained  
20 by defense; is that right?

21 A. To the best of my recollection right now in  
22 current cases, yes.

23 Q. Have your opinions ever been excluded from  
24 a case by any court?

25 A. Yes, they have.

## Stephen Melia

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1 Q. And how many times?

2 A. There was an instance in, I believe, it was  
3 the State of Mississippi where the judge, based on  
4 the Daubert filings for both sides, had ruled that --  
5 that expert testimony was not necessary, so I was not  
6 allowed to testify in that case.

7 Q. And that was another premise's liability  
8 case; is that correct?

9 A. It was -- yes, it was. Trying to draw  
10 memory from that one, yes. It's a few years ago.

11 Q. And in that case the judge had determined  
12 that the information that you were providing would be  
13 the same as what the jury could decide for  
14 themselves; would that be fair to say?

15 MR. WILLIAMS: Objection --

16 THE WITNESS: In that case, yes.

17 MR. WILLIAMS: -- mischaracterization.

18 Q. (BY MS. HERRERA) And in referring, again,  
19 to your CV and going through your educational  
20 background what is your highest level of education?

21 A. So graduated from high school and then  
22 attended about a year and a half, two years, on and  
23 off at Sam Houston State University with general  
24 business management degree in mind, however, never  
25 completed that. I started working for Walmart while

## Stephen Melia

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1 I was in college and never went back to complete my  
2 degree.

3 Q. So you do not have any college degree from  
4 any university; is that correct?

5 A. That is correct.

6 Q. So that also means, then, you do not have a  
7 college degree in safety or retail safety training as  
8 it pertains to customers or -- or employees; is that  
9 right?

10 A. That is correct.

11 Q. And in reviewing your certifications you're  
12 also not certified in safety or retail safety as it  
13 pertains to customers; is that right?

14 MR. WILLIAMS: Objection, vague.

15 THE WITNESS: In -- in what regard in  
16 certification? Clearly, there's OSHA certifications  
17 for safety which I've attended OSHA course [SIC] in  
18 the past with my time at Walmart. But, no, I do not  
19 currently hold any certifications in safety or safety  
20 engineering or anything of that nature.

21 Q. (BY MS. HERRERA) Well, and OSHA  
22 certifications wouldn't apply to retail customers;  
23 would you agree?

24 A. I disagree with that.

25 Q. And why would you disagree with that?

## Stephen Melia

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A. In my experience over the years in developing policies and procedures for customers in many instances there are OSHA guidelines that help businesses identify risks to keep employees safe, and it is my experience, professional experience, that where you have risks for employees, if customers are also in those areas, that you have risks for employees, so the same mitigation standards would apply, although, obviously, OSHA does not regulate or inspect for customer incidents, but from a business perspective it is very common that many of the same practices to provide a safe environment for your employees also applies to customers.

Q. So do you agree or disagree that OSHA would have no involvement in an accident like this one that involves a customer?

A. I agree with that.

Q. And this case is not about an accident that happened to an employee, right?

A. That's correct.

Q. And you left your employment with Walmart in 2015; is that correct?

A. That is correct, yes.

Q. And you had been with them for 31 years; is that -- is that right?

**Stephen Melia**

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1           A.       Yes. By the time that I left.

2           Q.       Did you retire?

3           A.       It was -- to explain it, a relocation, a  
4 reorganization, so -- and I'll be brief -- so 2010 we  
5 moved from Bentonville, Arkansas to Dallas, Texas to  
6 open the divisional office for Sam's Club, and we  
7 moved here, relocated. And then in 2015 the decision  
8 was made to reorganize again, all of the structure of  
9 the Sam's leadership, and move everyone back to  
10 Bentonville. At that point, the restructuring  
11 requirements were that everyone had to be displaced  
12 and reapply for positions and make a decision to  
13 move. So short story is I accepted a severance  
14 package and left employment to remain here in Dallas  
15 at that time.

16          Q.       And in looking through your CV, the  
17 different titles that you held at Walmart, your most  
18 recent one appears to have been as the director of  
19 asset protection; is that correct?

20          A.       It was director of asset protection, safety  
21 and compliance for Sam's Club. Senior director. I  
22 think you may have said that.

23          Q.       And the most recent position that you held  
24 with Walmart was as director of security and alarm  
25 services; is that right?

## Stephen Melia

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1 A. That is correct, yes.

2 Q. But while you were in the asset protection  
3 position you would have been aware of incidents where  
4 customers may have tripped or fallen or other types  
5 of accidents like that; is that right?

6 A. Yes.

7 Q. And based on your experience in that  
8 position you would agree, also, that just because a  
9 customer at a retail store falls it's not necessarily  
10 the store's fault, right?

11 A. Well, it would certainly go back to the  
12 point earlier on conducting a -- a thorough accident  
13 investigation in determining the root cause. If  
14 you're asking if all falls are caused by either the  
15 company or the person who was injured that has -- has  
16 to be determined based on the facts, so they're --  
17 not to belabor the question, but a person could fall  
18 if there are no obstructions in just their stepping  
19 and their actions upon their own negligence.

20 Q. Did you ever speak with Ms. Castro about  
21 this accident?

22 A. I did not.

23 Q. Or have you ever spoken with Ms. Castro at  
24 all?

25 A. I have not.

## Stephen Melia

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1 Q. Other than speaking to Ms. Castro's  
2 attorneys have you talked to anyone else about the  
3 accident or about this case?

4 A. No, I have not. Just reviewed the facts  
5 and depositions and information that was available in  
6 conducting my assessment.

7 Q. And the only documents that you reviewed  
8 about the accident were documents that were provided  
9 to you by Ms. Castro's lawyers; is that correct?

10 MR. WILLIAMS: Objection, asked and  
11 answered.

12 THE WITNESS: Well, like, there would  
13 have been documents produced by Walmart, photographs,  
14 incident reports, policies and procedures that came  
15 by way of the DeSouza Law Firm, of course, as well as  
16 depositions, and then the industry standards and  
17 information that I reviewed as well that's listed in  
18 the appendix.

19 Q. (BY MS. HERRERA) And that is the Appendix  
20 A of your 23-page report; is that correct?

21 A. I -- yes. Page 15 of 23, Appendix A, that  
22 is correct.

23 Q. Now, earlier you had testified that three  
24 or four Walmart employees walking towards the mat on  
25 that video should have seen the mat and seen it was a

## Stephen Melia

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1 trip hazard.

2 If that's so would you agree that Ms.  
3 Castro also should have seen the mat and that it was  
4 a trip hazard and avoided the accident?

5 MR. WILLIAMS: Objection, form.

6 THE WITNESS: No, not necessarily.

7 Q. (BY MS. HERRERA) And why not?

8 A. So certainly --

9 MR. WILLIAMS: Objection, form.

10 THE WITNESS: -- I'm sorry?

11 MR. WILLIAMS: Oh, it was just my  
12 objection for the record.

13 THE WITNESS: Yeah. So certainly  
14 working in the industry and preventing incidents it  
15 is clear that policies and procedures are in place  
16 for employees, employers to inspect premises and make  
17 conditions safe. In my experience that's the  
18 expectation. Customers certainly would not have that  
19 same level of expectation, although they should be  
20 careful or they would -- they're typically walking  
21 and in looking at merchandise or the direction of  
22 their travel they're not required to inspect such as  
23 what an -- an employee or a business would be  
24 required to inspect premises for safety. So that's  
25 the reason I would disagree with that.



**Stephen Melia**

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1 Q. (BY MS. HERRERA) You would agree, though,  
2 that customers also have a duty to exercise ordinary  
3 care in walking around at a retail store, right?

4 MR. WILLIAMS: Objection, calls for a  
5 legal conclusion.

6 THE WITNESS: And certainly --  
7 certainly believe everyone should take reasonable  
8 steps for their own safety.

9 Q. (BY MS. HERRERA) Do you have any opinion  
10 in this case based on what you've seen in the  
11 photographs and on the video that Ms. Castro should  
12 or should not have been able to avoid tripping on the  
13 rug?

14 A. It's my opinion that she did not do  
15 anything inappropriately or incorrectly as she was  
16 exiting the store. I believe she was acting as a  
17 normal customer leaving a location.

18 Q. And on Page 3 of your report it includes  
19 the photograph of the mat that we were referencing  
20 before, and that photograph has also been included as  
21 exhibit -- the first photo, I believe, in Exhibit 5,  
22 that's been attached to your deposition.

23 Are your opinions with respect to the  
24 condition of the mat at the time of the accident  
25 based on how the mat looks in those photographs?

**Stephen Melia**

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1           A.       In those photographs, as well as the video  
2 and the incident report, allowed me to draw the  
3 conclusion that the condition of the mat is clear in  
4 this photo as to what I testified to earlier with the  
5 ripples and the imperfections of how it is not laying  
6 flat onto the floor surface.

7           Q.       And those photographs that you're  
8 referencing, you would agree, though, that these were  
9 taken only after the accident had happened after that  
10 mat had been picked up, put back down and those  
11 pictures were taken, right?

12          A.       That is correct. They were taken by  
13 Walmart in documenting the condition of the mat  
14 that -- that caused the trip to occur.

15          Q.       So you'll agree, also, then, that those  
16 photos do not show how the rug looked before  
17 Ms. Castro's accident, correct?

18                   MR. WILLIAMS: Objection,  
19 mischaracterization.

20                   THE WITNESS: That is correct. There  
21 were no photos provided immediately at the time of  
22 the incident. We have the video documenting that  
23 condition of the mat prior to the incident and at the  
24 time of and -- and after the incident.

25          Q.       (BY MS. HERRERA) And, Mr. Melia, you're

**Stephen Melia**

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1 not a medical doctor, right?

2 A. That's correct, I am not.

3 Q. And you're not going to be offering any  
4 opinions, then, on Ms. Castro's medical prognosis or  
5 diagnosis; is that right?

6 A. Correct.

7 Q. And you are not offering any opinions on  
8 her medical conditions or on injury causation; is  
9 that correct?

10 A. That is correct. To -- to the injury or  
11 the extent of her injuries the causation as relation  
12 to her tripping and falling is where I would offer my  
13 opinions.

14 Q. All right. So we -- we can agree to  
15 distinguish between causation for injuries and  
16 causation for the incident, but with respect to  
17 causation for the injuries you're not offering those  
18 opinions; is that right, Mr. Melia?

19 A. That is correct.

20 Q. All right.

21 MS. HERRERA: That's all the questions  
22 I have. I'll pass the witness.

23 MR. PATTERSON: One second.

24 EXAMINATION

25 BY MR. PATTERSON:

**Stephen Melia**

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1           Q.     Mr. Melia, my name's Evan Patterson. I  
2 represent Cintas in this case. I just have a few  
3 questions for you.

4                     I was looking through your opinions,  
5 and I think one of them, I'm going to say -- I guess  
6 it's opinion No. 1, is it your opinion that Ms.  
7 Castro was walking as a normal customer and she did  
8 not do anything to cause the incident; is that one of  
9 your opinions?

10          A.     Yes, it is.

11          Q.     Would you agree with me that on the video  
12 that we watched there was a number of other normal  
13 customers who walked in the same place that Ms.  
14 Castro did?

15          A.     I would say that that is correct based upon  
16 walking over the mat. To state it was the exact same  
17 location would be more difficult to state.

18          Q.     And would you agree with me that no else in  
19 the video tripped over the mat?

20          A.     I would agree with that. I -- I would not  
21 actually -- there was -- and it's -- it was after the  
22 fact of Ms. Castro's fall, but when you watch the  
23 video all the way through, when the paramedics  
24 arrived, one of them actually didn't trip-and-fall  
25 but caught their foot on the condition of the mat on

## Stephen Melia

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1 the right-hand side as we're looking at that video,  
2 so it's certainly after this incident, but it draws  
3 the correlation for the condition of the mat and how  
4 a foot could get caught underneath that mat.

5 MR. PATTERSON: Objection,  
6 nonresponsive.

7 Q. (BY MR. PATTERSON) My question, I guess,  
8 is a little bit different.

9 Did you see any customers prior to  
10 Nancy's fall trip on the mat?

11 A. No, I did not.

12 MR. WILLIAMS: Objection, asked and  
13 answered.

14 Q. (BY MR. PATTERSON) And earlier I think  
15 what you were saying about the definition of a trip  
16 hazard was it's anything that's on the floor that  
17 could cause a person to catch their foot and  
18 trip-and-fall; is that correct?

19 A. It was the -- yes.

20 Q. In so many words?

21 A. In -- in so many -- yeah. Sure. Yeah.

22 Q. If you need to elaborate, go ahead. I'm  
23 just -- I don't -- you -- you can go back there, but  
24 I'm just -- in so many words that's what I understood  
25 it to mean; is that correct?

## Stephen Melia

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1           A.       Yes. And, typically, there would be in --  
2       in the -- what points of incident investigation there  
3       is a cause agent, your object, a -- a fixture, if  
4       it's a trip incident, of course, a slip incident  
5       could be (unintelligible) and other substances, but  
6       those are in many cases the -- the causes for  
7       trip-and-fall incidents in the -- in a workplace or  
8       an environment.

9           Q.       And I'm going to show you my screen. This  
10       is, I think -- I think I heard someone say this is  
11       marked as Exhibit 5, but it's in your report. In any  
12       case, it's the mat picture we've kind of been talking  
13       about.

14                   I see a raised lip there on the door.  
15       Do you see that?

16           A.       I do.

17           Q.       Would you agree with me that under your  
18       definition of a trip hazard that would also  
19       constitute a trip hazard?

20           A.       It -- it could, yeah.

21           Q.       And that's something that every customer  
22       just has to watch out for and make sure that they  
23       don't trip over, correct?

24           A.       That would be accurate.

25           Q.       Because that's important for any person

## Stephen Melia

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1 who's walking to make sure that they don't trip over  
2 things that are on the ground, right?

3 A. Well, again, in -- in the area of something  
4 that is placed there in a normal condition of the  
5 business or the expectation walking over a threshold  
6 is certainly normal. I think it is different than  
7 the condition of a mat, a mat in and of itself laid  
8 properly would be easily to -- to traverse over in  
9 the condition and the point that I referenced and my  
10 findings was the mat was not laying flat which caused  
11 the -- the risk to, you know, be present.

12 Q. Would you agree with me that a mat that --  
13 even if a mat is laying flat it can present a trip  
14 hazard?

15 A. I don't believe it would cause necessarily  
16 a trip hazard, although, certainly people can trip on  
17 their own shoes. You know, that's obviously, been  
18 shown over years of people walking. But in this case  
19 the evidence that I reviewed reflects the risk  
20 condition of being a -- not a normal condition which  
21 created the risk.

22 MR. PATTERSON: I'll object to the  
23 nonresponsive portion.

24 Q. (BY MR. PATTERSON) Do you have any  
25 opinions about how Cintas laid the mat in this case?

**Stephen Melia**

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1           A.       The -- there's information that Cintas  
2 provided the mats and that the -- nobody had offered  
3 any direct opinions, but from recollection that  
4 Walmart was to utilize and place the mats, replace  
5 them if they are worn, tattered, and then put them in  
6 the back room until the next service agreement is --  
7 or the next service from Cintas is made, so I do not  
8 believe I correlated any specific direction or saw  
9 any evidence that Cintas placed the mat there. It  
10 certainly wasn't viewable in the video.

11           Q.       Do you have any specific criticisms of  
12 Cintas in this case?

13                   MR. WILLIAMS: Objection, broad,  
14 vague.

15                   THE WITNESS: The -- certainly I  
16 offered my opinion that the -- the type of mat and  
17 the decision to utilize that size, that type of mat  
18 at an entrance door in my experience would likely be  
19 like a condition of a contract between Walmart and  
20 the provider, in this case, Cintas. I do have an  
21 opinion that I do not believe the mat was  
22 appropriately positioned or placed, but I, again, do  
23 not have any information to say that Cintas made the  
24 decision on the timing or the placement of the mat.

25           Q.       Okay.



**Stephen Melia**

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1 MR. PATTERSON: That's all I've got.

2 EXAMINATION

3 BY MR. WILLIAMS:

4 Q. Okay. Mr. Melia, are you fine to continue  
5 on or would you like a quick break?

6 A. I am good to continue considered all the  
7 delays I created earlier.

8 Q. Okay. Mr. Melia, earlier you and a  
9 Mr. Patterson were talking; do you remember that?

10 A. Yes.

11 Q. And you and Mr. Patterson were discussing  
12 the threshold or and whether or not that's a trip  
13 hazard; do you remember that?

14 A. I do.

15 Q. More likely than not is that threshold  
16 going to cause someone to trip?

17 MS. HERRERA: Objection, form.

18 THE WITNESS: Again, it -- it is  
19 something someone could trip over, but it is in a  
20 consistent normal position and likely expectation of  
21 someone stepping over a threshold entering into a  
22 facility is considered a -- a normal condition in my  
23 opinion where mats are placed differently at  
24 different times either based on weather conditions or  
25 other needs, and so I -- I do draw a distinction

**Stephen Melia**

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1 between a -- a permanent fixture at a known entryway  
2 versus items that can be placed or moved, if you  
3 will, in such -- such as the case with a mat.

4 Q. (BY MR. WILLIAMS) And, Mr. Melia, I  
5 understand.

6 My question is: Is it more likely  
7 than not or less likely than not that the threshold  
8 is a trip hazard that you and Mr. Patterson  
9 discussed?

10 MS. HERRERA: Objection, form.

11 THE WITNESS: Well, again, there is a  
12 potential of a risk of someone stepping over a  
13 threshold and hitting their foot causing them to  
14 trip, so there is -- every case has to be reviewed  
15 and determined, but if there were a trip over a  
16 threshold there are guidelines and standards for the  
17 height of thresholds and entryways, that would be a  
18 totally different subject that I have not reviewed in  
19 this case, but I'm aware of the standards for  
20 elevation heights and -- and threshold standards for  
21 standard entryways but not that I've reviewed to be  
22 able to speak on at this time.

23 Q. (BY MR. WILLIAMS) Right.

24 And -- and my understanding is I could  
25 win the lottery, but I'm probably not going to win

## Stephen Melia

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1 the lottery. And the same thing with this one, you  
2 could trip over the threshold, but you're probably  
3 not going to trip over the threshold; is that your  
4 understanding as well?

5 MR. PATTERSON: Form.

6 MS. HERRERA: Objection, form.

7 THE WITNESS: Yeah. I -- I just -- I  
8 hate to say, I'd have to, you know, review every case  
9 as the information and facts present itself, so  
10 I'm -- I'm not sure how I can answer that.

11 Q. (BY MR. WILLIAMS) Okay. I'm going to  
12 share my screen with you.

13 MR. WILLIAMS: Elizabeth, you left off  
14 at 12, Exhibit 12?

15 MS. HERRERA: Well, so we're on 13.

16 Q. (BY MR. WILLIAMS) Okay. I'm going to mark  
17 this as Exhibit 13. Can you see my screen fine?

18 A. Yes, I can.

19 Q. And you recognize the person in the white  
20 to be Nancy Castro?

21 A. Yes, I do.

22 Q. Okay. And do you understand that this is a  
23 screenshot of the video which is Exhibit 7 in this  
24 matter?

25 A. Yes, I'll accept that is -- that's the

**Stephen Melia**

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1 exhibit number. But, yes, I do recognize that  
2 screenshot and that that is Ms. Castro.

3 Q. I -- I apologize for that.

4 Do you recognize this photo to be a  
5 screenshot from the video of the incident?

6 A. Yes, I do.

7 Q. Okay. Do you see a dangerous position on  
8 the mat?

9 A. Since one of the things that I identified  
10 in reviewing the video the ripple in the mat is  
11 evident from the video and from the screenshot [SIC].

12 Q. And do you believe that this ripple in the  
13 mat is a dangerous condition or not?

14 MS. HERRERA: Objection, form.

15 THE WITNESS: I do believe that if it  
16 is not laying flat then I would characterize it as a  
17 risk or a dangerous condition.

18 Q. (BY MR. WILLIAMS) And when you reviewed  
19 the video did Nancy's foot get caught underneath that  
20 curl in the mat?

21 MS. HERRERA: Objection, form.

22 THE WITNESS: Yes, that is my  
23 conclusion.

24 Q. (BY MR. WILLIAMS) Excuse me.

25 When you reviewed the video where did

## Stephen Melia

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1 Nancy's foot get caught under the mat?

2 MS. HERRERA: Objection, form.

3 THE WITNESS: It was at that point  
4 another one from a separate angle that were the basis  
5 of that conclusion that this was where her foot was  
6 caught under that -- that area of ripple.

7 Q. (BY MR. WILLIAMS) And do you believe that  
8 this incident could have been prevented had the mat  
9 simply been picked up?

10 MS. HERRERA: Objection, form.

11 THE WITNESS: I do, yes.

12 Q. (BY MR. WILLIAMS) Okay.

13 MR. WILLIAMS: I'll pass the witness.

14 MS. HERRERA: We'll reserve.

15 MR. PATTERSON: I'm good.

16 MR. WILLIAMS: I don't have anything.

17 MR. PATTERSON: I think we both said  
18 we're good.

19 MR. WILLIAMS: Ms. Moss, do you have  
20 any spelling corrections or questions for us.

21 THE COURT REPORTER: I just need to  
22 know if Ms. Herrera and Mr. -- where did he go --  
23 Patterson, do you guys want copies of this?

24 MS. HERRERA: Yes.

25 THE COURT REPORTER: What about you,

**Stephen Melia**

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1 Mr. Patterson?

2 MR. PATTERSON: No, I'm okay. Thank  
3 you.

4 THE COURT REPORTER: Okay.

5 THE WITNESS: And I would like to  
6 receive a copy and read and sign.

7 THE COURT REPORTER: Okay.

8 THE VIDEOGRAPHER: Are we okay to go  
9 off the record?

10 MR. WILLIAMS: Yes.

11 THE VIDEOGRAPHER: Off the record at  
12 4:36.

13 (Whereupon, the proceedings were concluded.)  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

WITNESS CORRECTIONS AND SIGNATURE  
TO THE ORAL DEPOSITION OF  
STEPHEN MELIA  
Volume 1 of 1  
September 15, 2022

PAGE/LINE	CORRECTION	REASON FOR CHANGE
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[illegible]

**Stephen Melia**

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1 I, STEPHEN MELIA, have read the foregoing  
 2 deposition and hereby affix my signature that same is  
 3 true and correct, except as noted above.

4  
 5  
 6 \_\_\_\_\_  
 7 STEPHEN MELIA

8 THE STATE OF \_\_\_\_\_)

9 COUNTY OF \_\_\_\_\_)

10 Before me, \_\_\_\_\_, on this day  
 11 personally appeared STEPHEN MELIA, known to me ( or proved  
 12 to me under oath or through \_\_\_\_\_)  
 13 (description of identity card or other document)) to be the  
 person whose name is subscribed to the foregoing instrument  
 and acknowledged to me that they executed the same for the  
 purposed and consideration therein expressed.

14 Given under my hand and seal of office this \_\_\_\_\_  
 15 day of \_\_\_\_\_, \_\_\_\_\_.

16 \_\_\_\_\_  
 17 NOTARY PUBLIC IN AND FOR  
 18 THE STATE OF \_\_\_\_\_  
 19  
 20  
 21  
 22  
 23  
 24  
 25



**Stephen Melia**

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1 UNITED STATES DISTRICT COURT  
 2 FOR THE WESTERN DISTRICT OF TEXAS  
 3 SAN ANTONIO DIVISION

4 NANCY CASTRO, &  
 5 PLAINTIFF &  
 6 VS. &  
 7 & Civil Action No.  
 8 WAL-MART, INC., CINTAS & 5:1-CV-00702-XR  
 9 CORPORATION NO. 2 D/B/A CINTAS &  
 10 CORPORATION, WAL-MART STORES &  
 11 TEXAS, LLC, AND WAL-MART REAL &  
 12 ESTATE BUSINESS TRUST, &  
 13 DEFENDANTS &

14 REPORTER'S CERTIFICATION

15 THE STATE OF TEXAS:  
 16 COUNTY OF TARRANT:

17 I, Christie L. Tawater, Shorthand Reporter in and for  
 18 the State of Texas, hereby certify to the following:

19 That the witness, STEPHEN MELIA, was duly sworn by the  
 20 officer and that the transcript of the oral deposition is a  
 21 true record of the testimony given by the witness;

22 That the deposition transcript was submitted on  
 23 September 30, 2022, to the attorney for the witness, for  
 24 examination, signature, and to Southwest Reporting & Video  
 25 Service, Inc., by October 30, 2022;

That the original deposition was delivered to Mr. Lucas  
 W. Williams, Custodial Attorney;

**Stephen Melia**

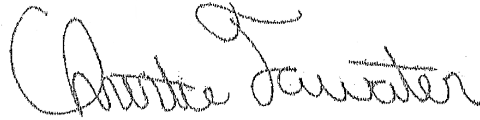
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1 That the amount of time used by each party to the  
2 deposition is as follows:

3 Mr. Lucas W. Williams - 1 hour and 42 minutes  
4 Ms. Elizabeth Ferguson Herrera - 27 minutes  
5 Mr. So and So Patterson - 6 minutes

6 I further certify that I am neither counsel for,  
7 related to, nor employed by any of the parties or  
8 attorneys in the action in which this proceeding was  
9 taken, and further that I am not financially or  
10 otherwise interested in the outcome of the action.

11 GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this  
12 the 30th day of September, 2022.

13 

14  
15 Christie L. Tawater, CSR 7352  
16 Expiration Date: 12/31/2024  
17 Firm Registration No. 189  
18 Southwest Reporting & Video Service, Inc.  
19 826 Heights Boulevard  
20 Houston, Texas 77007  
21 Phone: (713) 650-1800  
22 Fax: (713) 650-6245

23 Job No. 57851  
24  
25

**Stephen Melia**

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IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION

NANCY CASTRO

PLAINTIFF

v.

WAL-MART INC.; CINTAS

CORPORATION NO 2 D/B/A CINTAS

CORPORATION; WAL-MART STORES

TEXAS, LLC; AND WAL-MART REAL

ESTATE BUSINESS TRUST

DEFENDANTS

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CIVIL ACTION NO.

5:21-cv-00702

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ORDER DENYING DEFENDANTS' MOTION TO STRIKE  
STEPHEN MELIA

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On \_\_\_\_\_, 2022, this Court heard Defendants' *Motion to Strike Stephen Melia*. After considering the motion, the responses and arguments of counsel, it appears to the Court that the Defendant's motion be **DENIED**.

**IT IS THEREFORE ORDERED ADJUDGED AND DECREED** that Defendants' *Motion to Strike Stephen Melia* is **DENIED**.

SIGNED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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JUDGE PRESIDING